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AGREEMENT

between

OCEAN COUNTY, N. J.,

BOARD OF CHOSEN FREEHOLDERS

and

COMMUNICATION WORKERS

of AMERICA

(A.F.L.-C.I.O.)

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Labor Relations

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A G R E E M E N T

THIS AGREEMENT, made this 15th day of April between the County of Ocean of the State of New Jersey, a public employer with its main office at Washington Street, Toms River, New Jersey hereinafter referred to as the "County", and the Communication Workers of America, comprised of Ocean County Blue Collar Employees, such organizations having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the agency held an appropriate election. This union shall be 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.

NOW THEREFORE, the County and Union mutually agree as follows:

ARTICLE I
PURPOSE

The purpose of this agreement is to set forth herein negotiable terms and conditions of employment to be observed between the parties hereto.

ARTICLE II
RECOGNITION OF UNION

The County recognizes the Communication Workers of America, as the exclusive representative of all Blue Collar Employees as set forth in the certification of the election held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the County for the purposes provided for under Chapter 303, P.L., 1968, and Chapter 123, P.L. 1974, with respect to salary, hours and those terms and condition of employment permitted by said statutes.

ARTICLE III
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; except as may be specifically modified by this agreement. 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 County as its management prerogatives and rights.

ARTICLE IV
No Strike Clause

During the period of time of this agreement and not withstanding 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 action activities. The sole method for resolving any disagreement concerning this agreement or any other elements of the employment relationship shall 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 V
GRIEVANCE PROCEDURE

I. 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 misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the Board level, and the Board'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 or her legal or Civil Service right.
- D. A "grievant" is a employee who files a grievance.
- E. "Representative" is a person or agent designated to represent either party in this procedure.
- F. "Day" means a calendar 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.

II. Procedures

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing not withstanding.
- 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 and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Board.
- 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. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

III. Processing

- A. 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.
- B. Step 1
The grievant and/or his or her representative shall present a written statement of the alleged grievance to the immediate supervisor of the grievant. The grievant must file the written grievance within

fifteen (15) calendar days of the occurrence of the grievance. The immediate supervisor will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission date on the grievance form.

C. Step 2

If the grievant is dissatisfied with the answer submitted by the employee's immediate supervisor during the Step 1 stage of this process then the grievant and/or his or her representative may appeal the immediate supervisor's written answer within seven (7) calendar days after receipt of the answer at the first step by the grievant.

The Employee Relations Director or his or her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission of the grievance to Step 2. The Contract Administrator under Step 2 shall be the Director of Employee Relations.

D. Step 3

If the grievant is dissatisfied with the answers submitted by the Employee Relations Director at Step 2 the grievant and/or his or her representative may appeal the answer of the Employee Relations Director within seven (7) calendar days after receipt of the written answer at the second step of the process by the grievant. The employee will request that the County Administrator schedule a hearing before the Board of Chosen Freeholders on the matter. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process. The Board of Chosen Freeholders will hold a hearing with the employee and his or her representative and the Board of Chosen Freeholders will submit a written answer to the grievant within seven (7) calendar days after the adjournment of the hearing. The decision of the Board of Chosen Freeholders shall be final and binding on all matters except contract violations. The hearing granted by the Board of Freeholders will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant.

D. Step 4

If the grievant is still dissatisfied with the answer received from the Board of Freeholders and the Grievance is a matter of a contract violation then the grievance may be submitted to arbitration.

1. Within twenty (20) days of the decision of the Board a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.
2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the American Arbitration Association.
3. Within five (5) days of receipt of such list an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve a list shall be requested and the process repeated, unless the time is extended by mutual agreement.
4. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.
5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from or alter the language of this agreement. He shall have no power to make an award inconsistent with law and he shall have no power to entertain grievances that constitute violations of this agreement. The arbitrator shall rule only on the interpretation of the clause of the agreement involved.
7. The arbitrator shall not have the power to make an award or in any matter which is not within the Board's power to implement, including monetary awards which require appropriation from governmental agencies other than the Board of Chosen Freeholders.

8. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his 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.

V. 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 Boards agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Union and Employee Relations Director will distribute the forms as they require these.
5. Parties in interest will cooperate, in investigating and providing pertinent information concerning a grievance being processed.
6. Notice of hearing 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 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.

ARTICLE VI
NON-DISCRIMINATION

No employee will be discriminated against because of race, creed, color, religion, sex, union affiliation or age except that the County will continue to enforce its present mandatory retirement policy of a retirement age of seventy (70) that mandates immediate retirement.

ARTICLE VII
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 the information to be posted on the bulletin boards will be forwarded to the Office of the Employee Relations Director so that this Office of the Employee Relations Director is always aware of this information.

ARTICLE VIII
EMPLOYEE MANUALS

Employee personnel manuals will be issued by the Office of the Employee Relations Director to all employees in the bargaining unit.

ARTICLE IX
WORK CLOTHES AND RAIN GEAR

The County will continue to provide work clothes and rain gear to all employees in the bargaining unit. The County will determine the amount of work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in usable condition. The employees issued work clothes and rain gear will wear same unless authorized to do otherwise by an immediate supervisor.

ARTICLE X
JOB CLASSIFICATIONS

A. An employee will work within his own applicable job classification in accordance with the specifications set forth for his or her applicable classification under Civil Service job descriptions.

- B. An employee's permanent applicable job classification shall not include a combination of Civil Service job descriptions.
- C. If in the event an employee is assigned to perform work in a job classification higher than his title for a period in excess of two and one-half (2½) consecutive workdays, he shall be paid at a rate of pay within the increment scale at which he is employed, at the higher classification for all hours worked over and above the two and one-half (2½) consecutive days.
- D. If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

ARTICLE XI
SENIORITY

- A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.
- 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 purposes of this clause, if an employee who has served continuously with the employer for at least one (1) year:
 - 1. Should resign his position and not be rehired by said employer within three (3) months of said resignation.
 - 2. Should an employee retire.
 - 3. Should an employee suffer a validated dismissal.
 - 4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
 - 5. Should an employee be absent without leave for more than five (5) days.
 - 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.

- C. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- D. 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 shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be next eligible.
- E. 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 five (5) days following the posting of notice of vacancy.
- F. A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such a 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 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 of the posting of a notice, the Employee Relations Director may, in his discretion, fill such permanent job opening or vacancy.
- G. No employee shall be transferred without reason or cause and shall be granted a two (2) day notice in which to reply to any notice of transfer. An employee may discuss any transfer with his 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 the provisions established through the job posting procedure as agreed to in this contract.

- H. Overtime Rotation--Overtime at each job location in the Blue Collar unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees at each job location, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.
- I. Vacations--Whenever more than one (1) employee requests vacation at a job location at any particular time, the County 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 a peak period of work for his or her department. Peak periods will be designated by the administration each year.

ARTICLE XII
CALL-IN-PAY

Any employee who leaves his work station and is called to return to work from his or her home shall be compensated with a guarantee of three (3) hours work upon the employee's return to his or her work location for the call-in work assignment. No employee will be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in.

ARTICLE XIII
HOLIDAYS

The present holiday schedule in effect and set forth below will be continued:

Holidays

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

ARTICLE XIV
LONGEVITY PAY

Longevity pay will be as set forth below for all classified permanent Blue Collar unit employees with more than ten (10) years continuous and unbroken service, this constitutes uninterrupted full-time service on that date based upon date of appointment:

10 years--1.5% of Salary
15 years--2.6% of Salary
20 years--3.7% of Salary

ARTICLE XV
BEREAVEMENT PROVISION

All employees shall receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild and any other member of the immediate household. Such leave being separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

ARTICLE XVI
HOSPITAL, SURGICAL AND MAJOR
MEDICAL BENEFITS

All employees covered by this contract shall be permitted to enroll in the revised, prevailing fee group hospital and medical plan and major medical plan after ninety (90) days of employment. There shall be no change in the group hospital

medical plan or any type of insurance presently maintained and paid by the employer on behalf of the employees as shown above, except in the case of a new plan that is equivalent or better.

ARTICLE XVII
PERSONAL LEAVE

Each employee shall be eligible for one (1) day personal leave which may be used for personal business with the permission of their immediate supervisor. Personal leave time shall not be accumulated.

ARTICLE XVIII
DUES CHECKOFF

The employer agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the County against any and all 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 Communication Workers of America at its international office in Washington, D.C. A list of the names of deductees will be forwarded annually.

ARTICLE XIX
VACATION TIME

The County's vacation plan shall be as set forth below: For the first year, one (1) day for each calendar month employed; For the first to fifth year, twelve (12) working days; For the fifth to the twelfth year, fifteen (15) working days; For the twelfth to the twentieth year, twenty (20) working days; Over twenty years, twenty-five (25) days.

Vacation time must be earned before it is used. Each employee will be informed of his or her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid

him or her; this shall be on a pro-rated basis of one (1) day for each month of service. Unearned vacation time used will be deducted from the employee's last pay, if separation of services occurs.

ARTICLE XX
SICK LEAVE

Sick Leave shall accumulate at the rate of one and one-quarter (1¼) 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 County 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 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 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 workmen'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.

ARTICLE XXI
OVERTIME

- A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half in pay after forty (40) hours of work have been completed in the workweek.
- B. If an employee is required to work on a holiday he shall receive time and one half for all hours worked plus one day's straight time wages.

ARTICLE XXII
SALARIES

All eligible employees on payroll shall receive, effective retroactive to the first pay period in April, a wage increase of four percent (4%) across the board with each individual going to the next step of the pay guide, plus longevity if applicable. The pay guide shall consist of seven (7) steps. This contract shall be reopened each year prior to December 31, for the purpose of negotiating wages.

The employees shall also receive a two percent (2%) increase in wages on the existing guide effective the first (1st) pay period in October, 1975.

ARTICLE XXIII
UNION LEAVE

Members of the bargaining unit may use up to a total of twelve (12) aggregate days for union business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the union to insure that the employees are actually utilizing the leave for union business.

ARTICLE XXIV
SEVERABILITY CLAUSE

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be legal, 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 XXV
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 said agreement or the activation of reopener clauses within this agreement.

ARTICLE XXVI
HAZARDOUS ASSIGNMENTS

If a supervisor designates an assignment to be hazardous then the supervisor will assign two (2) employees to perform this assignment.

ARTICLE XXVII
PERSONNEL HANDBOOKS

All employees will receive a personnel handbook. If any policy matter affecting wages, hours or working conditions is to be changed by the County, the County and the Union will enter into negotiations on the changes as proposed by the County. No employee benefits contained in the handbook will be discontinued by the County without negotiations with the Union.

ARTICLE XXVIII
DURATION

This agreement shall be effective on April 1, 1975 and shall continue in full force and effect until April 1, 1977 except that the parties will enter into negotiations on reopener provisions for salaries, longevity, hospitalization, and use of sick leave days at retirement at least one hundred and twenty (120) days before the required budget submission date of the public employer in 1976.

ATTEST:

OCEAN COUNTY BOARD OF CHOSEN
FREEHOLDERS:

Emily L. Carter
Emily Carter, Clerk

Ernest A. Buhr
Ernest Buhr, Freeholder Director

COMMUNICATION WORKERS OF AMERICA,
AFL-CIO:

Edward A. Schultz
Edward Schultz, Internation
Representative

James J. Flaherty Pres
Committee Member

William F. Gray
Committee Member

Arthur M. Greig
Committee Member

Gerald G. Reserchia
Committee Member