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**CONTRACT**

**BETWEEN**

**THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**REPRESENTING**

*local #14*

**WHITE COLLAR EMPLOYEES**

**April 1, 1994 - March 31, 1997**

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## AGREEMENT

This Agreement, effective the first day of April, 1994, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board" or "County" and the Office and Professional Employees International Union, Local #14, A.F. of L. - C.I.O. - C.L.C., representing White Collar employees hereinafter referred to as "Union."

### ARTICLE I

#### PURPOSE

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

### ARTICLE II

#### RECOGNITION OF UNION

The Board recognizes the O.P.E.I.U., Local #14, A.F. of L. - C.I.O. - C.L.C. as the exclusive representative of all White Collar employees. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes. This Agreement specifically excludes employees represented by Prosecutor's Clerical, White Collar Judicial, Supervisory, and all other employees.

### ARTICLE III

#### 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, reassign, 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. In the event the Board subcontracts work out, every attempt will be made to transfer said employee/s to work he/she is currently performing or work he/she is capable of performing at no loss of pay where possible.

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 grievances 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 IV

### NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slowdown, 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 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.

The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities.

## ARTICLE V

### 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. The term "grievance" does not include any claim or allegation involving a disciplinary action or discharge of any employee who is not a permanent employee as defined by N.J.A.C. 4A:1-1.3.

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 Department of Personnel 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. Grievance may only be advanced by Step 2 or higher by Union Officers or Shop Stewards.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator.

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

H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.

I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

3. Processing

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

All grievances shall be discussed with the immediate supervisor prior to submission of a written statement as required below. However, to be timely filed, the written statement required below must be filed within fifteen work days of the occurrence of the grievance.

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) work days 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) work days of the submission of the grievance at Step 2.

D. Step 3 - If the grievant is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the grievant and/or his/her representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process by the grievant. The employee may request that the County Administrator schedule a hearing. The hearing shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.

The County Administrator will submit a written answer to the grievant within seven (7) work days after the adjournment of the hearing. The decision of the County Administrator shall be final and binding on all matters except contract violations. The hearing by the County Administrator will take place within twenty-one (21) work days after the scheduled date is submitted to the grievant.

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

1. Within twenty (20) work days of the decision of the County Administrator, the Union representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.

2. Within five (5) work days of such notice, the Union representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.

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

4. Within twenty (20) work days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.



5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.

6. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He/she shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that do not constitute violations of this agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

7. The arbitrator shall have no power to make an award or, in any matter which is not within the Board's power to implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders.

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

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

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

#### 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 Employees 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 VI

##### 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 VII

##### NON-DISCRIMINATION

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

#### ARTICLE VIII

##### HOLIDAYS

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

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

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

ARTICLE IX

LONGEVITY PAY

Effective January 1, 1992, Longevity Pay for all classified permanent employees covered by this Agreement will be based upon the schedule set forth below:

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

ARTICLE X

BEREAVEMENT PROVISION

All employees shall have 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 services of a spouse's aunt, uncle or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

- Date of death
- Any day of viewing
- Date of internment
- Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen days from the date of death.

ARTICLE XI

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave which may be used for personal business which cannot be conducted after the work day. Use of personal days shall require forty-eight (48) hours notice, except in the case of any emergency.

The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Personal Leave shall not be unreasonably denied.

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

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

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one personal day to be awarded to them after two months of service, but must use that 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 or 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 XII

##### DUES CHECKOFF

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

#### ARTICLE XIII

##### VACATION TIME

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

1. For an employee with no more than twelve (12) months of service....one (1) day, in hours, for each calendar month employed.

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

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

4. For 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 Time paid to him/her on a pro-rated basis. If separation of service occurs, unearned Vacation Time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

#### ARTICLE XIV

#### SICK LEAVE

Sick Leave shall be accumulated at the rate of one and one-quarter (1 and 1/4) days per month, credited in hours, in the first twelve months of service, commencing on the first month or major portion thereof from day of hire. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, Sick Leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time.

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.

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 hours, 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 may 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 chargeable to Sick Leave.

Employees in this bargaining unit are eligible for coverage under the County's Reimbursement for Sick Days at Retirement Policy. This Policy provides for the reimbursement of unused sick hours at retirement on the basis of one-half pay for each earned and unused sick day to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences.

#### ARTICLE XV

##### UNION LEAVE

Members of the bargaining unit may use up to a total of thirty-three (33) days for Union business leave during each subsequent contract year. Union officers or shop stewards must request utilization of the leave from the Employee Relations Director 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 taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for Union business. Use of Union Leave must directly pertain to the White Collar employees represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

#### ARTICLE XVI

##### 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 XVII

##### PRODUCTIVITY

The Union agrees that it will cooperate with the Ocean County Board of Chosen Freeholders and its agents in any productivity programs adopted by the Board of Chosen Freeholders concerning members of this bargaining unit. The Union agrees that it supports and will

cooperate with all efforts of the Board of Chosen Freeholders to increase and improve productivity among members of this bargaining unit.

#### ARTICLE XVIII

##### 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 XIX

##### AGENCY SHOP

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the O.P.E.I.U. Local #14 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 any all actions it takes under this Article.

#### ARTICLE XX

##### CALL-IN PAY

Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guarantee of three (3) hours work upon the employee's return to his/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 XXI

##### MEAL ALLOWANCE

If a White Collar employee is called in to work prior to the beginning of his/her normal shift, and does not have an opportunity to return home prior to the beginning of that regular shift, one (1) Meal Allowance of \$5.00 will be paid for every four (4) hours overtime work, with a minimum of one (1) Meal Allowance of \$5.00 payable regardless of the time of the call-in. If the employee does return home prior to the start of his/her regular shift, one (1) Meal Allowance of \$5.00 will be paid for every four (4) hours overtime worked.

On the other hand, if a White Collar employee is required to remain at work beyond the conclusion of his/her regular shift, one (1) Meal Allowance of \$5.00 will be paid provided that the additional hours extend the employee's work day two (2) hours beyond the conclusion of their normal work day. If that employee's work hours are extended for

more than four (4) hours, a Meal Allowance of \$5.00 will be paid for every four (4) hour period worked beyond the conclusion of the normal work day.

Under no circumstances shall more than three (3) Meal Allowances be due during any twenty-four (24) hour period. For the purposes of this Article, the twenty-four hour period is deemed to begin at the time a call-in or other event triggers eligibility for Meal Allowance.

Meal Allowance will not apply in cases where the overtime situation is planned in advance.

## ARTICLE XXII

### OVERTIME

All employees shall be expected to complete their work in the time allotted during the normal working day. Any 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.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week, he/she shall receive overtime compensation for hours worked at the rate of one and one-half (1 1/2x) times the base hourly wage. This provision shall also apply to permanent part-time employees who are members of this bargaining unit.

Employees who work a thirty-two and one-half (32 1/2) hour work week shall receive compensatory time on a straight time basis or straight time compensation at the discretion of the Department Head for hours worked between thirty-two and one-half (32 1/2) and forty (40), inclusive, during a week.

## ARTICLE XXIII

### JOB CLASSIFICATION

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under the New Jersey Department of Personnel job descriptions.

B. An employee's permanent applicable job classification shall not include a combination of New Jersey Department of Personnel job descriptions.

C. Definitions of transfers and re-assignments shall be in accordance with those contained in the new New Jersey Department of Personnel Rules promulgated on June 21, 1982.

D. If in the event an employee is assigned to perform work in a job classification higher than his/her regular title for two (2)



or more complete work days, he/she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary, retroactive to the first day of such service.

E. In the event a member of this bargaining unit is assigned to perform work in a supervisory title (WCS), the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two (2) day requirement has been satisfied.

F. If an employee is required to work in a lower job classification than his/her regular job classification, he/she shall receive his/her regular rate of pay.

#### ARTICLE XXIV

##### TUITION REIMBURSEMENT

###### A. Statement of Policy Conditions and Eligibility:

1. Permanent full-time employees may be eligible for tuition reimbursement of eighty (80) percent of tuition cost up to Five Hundred Dollars (\$500) per semester or One Thousand Dollars (\$1,000) per year.

2. Under no circumstances shall an employee be obligated to reimburse for any educational expense except tuition; with travel, fees, textbooks, materials, and other non-tuition items specifically excluded.

3. The Department Head will approve of the courses in advance and certify that they are directly related to improving the performance of the County employee in his/her job classification and that funds exist in the departmental budget for the expenses to be incurred.

4. Courses taken will be offered by institutions of higher learning in New Jersey, vocational and adult schools, the Public Service Institute, and other courses sponsored by federal, state and local governments.

5. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report which will accompany the voucher. Successful completion is defined as a final grade of C or better.

6. Except in unusual circumstances approval will not be granted for courses which require the employee to be absent during the normal work hours for County employees.

7. The candidate for an Associate Degree, Bachelor Degree or an advanced degree who expects at least fifty percent of the

expenses to be borne by the Ocean County government will be required to sign an agreement indicating that he/she will not leave the employment of the County government for a one-year period after receiving that degree.

**B. Procedures:**

1. Prior to registration for the course, application form ER134 will be filled out in triplicate by the employee.

2. The employee will indicate whether the course is in a degree or non-degree program.

3. If the department had approved the application, it will be forwarded to the Department of Employee Relations. Upon approval of the Department of Employee Relations, one copy will be returned to the applicant, one to the Department Head, and one will be retained in the personnel file of the applicant.

4. Upon successful completion of the courses, the applicant will prepare a voucher reflecting the cost incurred for tuition and attach the approved application form and documentation indicating successful completion of the course to the voucher and forward to the Treasurer's Office for payment.

5. Notification will also be provided by the employee to the Department Head and Department of Employee Relations that the course has been successfully completed.

**ARTICLE XXV**

**PROMOTIONAL REMUNERATION**

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$1,100. effective on the date of promotion.

**ARTICLE XXVI**

**SENIORITY**

A. All employees are to be notified of promotional opportunities and vacancies prior to filling a position.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer with respect to promotions, however, service will be considered broken for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be re-hired by said employer within three (3) months of said resignation.

2. Should an employee retire.

3. Should an employee suffer a validated dismissal.

4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.

5. Should an employee be absent without leave for more than five (5) days.

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

D. 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 is deemed to be next eligible.

E. Vacations - Whenever more than one employee requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the administration each year. A White Collar employee, regardless of title, who shall be transferred to a new department, is to be placed at the bottom of the list for bidding for vacation selection during the first year of that new assignment.

#### ARTICLE XXVII

##### MILEAGE

Costs for mileage shall be reimbursed in accordance with the prevailing County policy.

#### ARTICLE XXVIII

##### PERSONNEL FILES

The employer agrees that upon request with reasonable notice, an employee shall have the opportunity to examine and review pertinent documents, including those related to performance evaluation and conduct in their personnel history file or in any permanent supplementary file maintained by the employee's supervisor.

The County shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them. Such response will be included in the relevant permanent personnel file or supplementary personnel file and will be attached to and retained with the documents in question. If any material, derogatory or adverse to an employee is placed in the employee personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin shall be used against an employee.

#### ARTICLE XXIX

##### SPECIAL ASSIGNMENT PAY

Special Assignment Pay shall be provided to members of this bargaining unit assigned to the Ocean County Juvenile Detention Shelter and the Department of Corrections who work in the Justice Complex, payable in the amount of \$750.00 per annum pro-rated on the basis of time actually spent in those facilities.

#### ARTICLE XXX

##### CLOTHING ALLOWANCE

Current White Collar employees assigned to the Department of Printing and Graphic Arts, Department of Transportation, and the Department of Vehicle Maintenance shall receive \$300.00 per contract year for clothing, payable on or about July 1st of each year. In addition, all Mail Clerks and Sr. Mail Clerks in the County Mail Room and Claire Servis in the County Road Department shall receive \$150.00 per contract year for clothing, also payable on or about July 1st of each year. Effective April 1, 1989, no White Collar employees who may hereafter be hired or transferred into these Departments shall be eligible for this benefit.

#### ARTICLE XXXI

##### NIGHT DIFFERENTIAL

Night Differential of eight percent (8%) will be paid to any White Collar employees whose permanent shift begins after 3:30 p.m.

#### ARTICLE XXXII

##### 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, except for certain employees in the office of the County Clerk who are specifically designated in Appendix B, 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 White Collar employees 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.

### ARTICLE XXXIII

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

A. Effective April 1, 1994, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the N.J. Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. Health and Prescription insurance coverage becomes effective after completing 60 days of service.

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. Eligible employees may change his or her coverage from traditional type of coverage or to the P.P.O. or to an HMO, or vice versa, only during the announced open enrollment period of each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

D. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three 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 18 months may be purchased by the employee under the C.O.B.R.A. plan.

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

ARTICLE XXXIV

FAMILY DENTAL PLAN

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

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

The Family Dental Plan will be financially responsible for the percentages of cost indicated next to each class of dental care service for participating doctors:

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

ARTICLE XXXV

RIGHTS AND PRIVILEGES OF THE UNION

A. The County agrees to make available to the Union all public information needed to process any grievance or complaint between the County and the Union.

B. Whenever any representative of the Union or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss in pay.

C. The Union shall have the use of the bulletin boards and County mail system to contact their members.

D. Each member of the Union shall be provided with one (1) copy of the Agreement.

E. Employees who are subject to interviews which they reasonably believe may lead to disciplinary action against them shall have the right to request the presence of a union representative at such interviews.

ARTICLE XXXVI

SALARY

A. Effective April 1, 1994 the minimum salaries for titles covered by this Agreement shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

B. Effective April 1, 1994 employees in the bargaining unit who work a thirty-two and one-half (32.5) hour work week or a thirty-five (35) hour work week shall receive an increase of \$750. in base salary.

C. Effective April 1, 1994 employees in the bargaining unit who work a thirty-seven and one-half (37.5) hour work week shall receive an increase of \$775. in base salary.

D. Effective April 1, 1994 employees in the bargaining unit who work a forty (40) hour work week shall receive an increase of \$800. in base salary.

E. Effective April 1, 1995 employees in the bargaining unit who work a thirty-two and one-half (32.5) hour work week or a thirty-five (35) hour work week shall receive an increase of \$750. in base salary.

F. Effective April 1, 1995 employees in the bargaining unit who work a thirty-seven and one-half (37.5) hour work week shall receive an increase of \$775. in base salary.

G. Effective April 1, 1995 employees in the bargaining unit who work a forty (40) hour work week shall receive an increase of \$800. in base salary.

H. Effective April 1, 1996 employees in the bargaining unit shall receive an increase of 3.50% in base salary.

ARTICLE XXXVII

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.

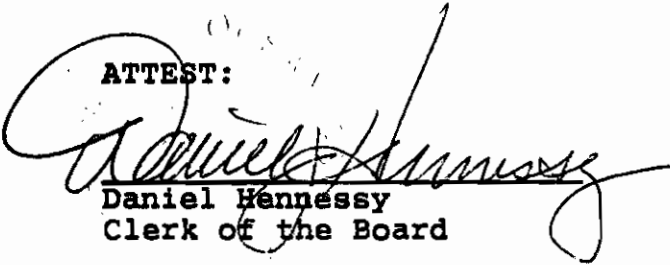
ARTICLE XXXVIII

DURATION

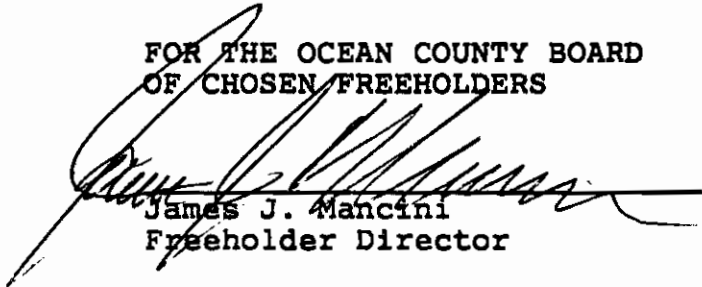
The terms and conditions set forth in this Agreement shall become effective on April 1, 1994, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1997, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 20<sup>th</sup> day of ~~DECEMBER~~, 1994.


ATTEST:

  
Daniel Hennessy  
Clerk of the Board

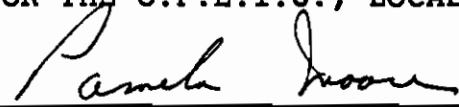
FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

  
James J. Mancini  
Freeholder Director

ATTEST:

  
Patrick J. Tully,  
Vice President, O.P.E.I.U.

FOR THE O.P.E.I.U., LOCAL #14

  
Pamela Moore



APPENDIX A

TITLE	MINIMUM			MAXIMUM		
	HOURS	32 1/2	35		37 1/2	40
	<u>SECTION A</u>					
Bindery Worker		\$11,750	\$12,594	\$13,438	\$14,281	\$18,000
Clerk						
	<u>SECTION B</u>					
Clerk Typist		\$12,000	\$12,863	\$13,725	\$14,588	\$24,043
Clerk Transcriber						
Clerk Typist Bi-Lingual Spanish/English						
Docket Clerk						
Docket Clerk Typing						
Index Clerk						
Index Clerk Typing						
Mail Clerk						
Map Clerk						
Mental Health Aide						
Messenger						
Receptionist						
Receptionist Typing						
Receptionist Typing/Telephone Operator						
Receptionist/Telephone Operator						
Senior Bindery Worker						
Senior Clerk						

TITLE	HOURS	MINIMUM			MAXIMUM
		32 1/2	35	37 1/2	

SECTION C

Account Clerk		\$12,500	\$13,400	\$14,300	\$15,200	\$28,637
Account Clerk Typing						
Clerk Stenographer						
Identification Clerk						
Identification Clerk Typing						
Interviewer Veterans Service Bureau Typing						
Inventory Control Clerk						
Microfilm Machine Operator						
Microfilm Machine Operator Typing						
Office Appliance Operator						
Offset Machine Operator						
Operator Automated Typewriter						
Payroll Clerk Typist						
Purchasing Assistant Typing						
Receptionist/Senior Telephone Operator						
Receptionist Stenographer						
Senior Clerk Typist/Telephone Operator						
Senior Clerk Transcriber						
Senior Clerk Typist						
Senior Index Clerk						
Senior Index Clerk Typing						
Senior Mail Clerk						
Statistical Typist						

SECTION D

Aide Penal Institution	\$13,000	\$13,938	\$14,875	\$15,813	\$29,877
Cashier					
Cashier Typist					
Execution Clerk					
Micrographic Data Entry Machine Operator					
Senior Microfilm Machine Operator & Typing					
Senior Account Clerk					
Senior Account Clerk Stenographer					
Senior Account Clerk Typing					

TITLE	HOURS	32 1/2	35	37 1/2	40	MINIMUM	MAXIMUM
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SECTION D (cont.)

Senior Clerk Stenographer							
Senior Docket Clerk							
Senior Identification Clerk							
Senior Identification Clerk Typing							
Senior Microfilm Machine Operator							
Senior Operator Automated Typewriter							
Senior Operator Automated Typewriter Steno							
Senior Purchasing Assistant							
Senior Purchasing Assistant Typing							
Senior Statistical Typing							

SECTION E

		\$13,750	\$14,744	\$15,738	\$16,731	\$31,731
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Coordinator of Scheduling, Recreational Activities Custodian of Records Elections Clerk							
Principal Account Clerk							
Principal Account Clerk Steno							
Principal Account Clerk Typing							
Principal Bookkeeping Machine Operator							
Principal Clerk							
Principal Clerk Stenographer							
Principal Clerk Transcriber							
Principal Clerk Typist							
Principal Clerk Typist/Telephone Operator							
Principal Docket Clerk							
Principal Docket Clerk Typing							
Principal Index Clerk							
Principal Index Clerk Typing							
Principal Microfilm Machine Operator							
Principal Payroll Clerk							
Purchasing Expeditor							
Purchasing Expeditor Typing							
Senior Cashier							
Senior Cashier Typing							
Senior Office Appliance Operator							
Senior Offset Machine Operator							

TITLE	MINIMUM			MAXIMUM
	HOURS	32 1/2	35	

SECTION F

	32 1/2	35	37 1/2	40
Jury Panel Clerk Typing	\$14,500	\$15,550	\$16,600	\$17,650
Principal Cashier				\$31,681
Principal Cashier Typing				
Principal Operator Automated Typewriter				
Principal Operator Automated Typewriter Stenographer				
Principal Purchasing Assistant				
Principal Purchasing Assistant Typing				
Principal Office Appliance Operator				
Principal Offset Machine Operator				
Senior Elections Clerk				
Senior Execution Clerk				

SECTION G

Communications Operator Typing	\$15,250	\$16,356	\$17,463	\$18,567	\$23,269
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SECTION H

Administrative Clerk	\$16,250	\$17,431	\$18,613	\$19,794	\$33,840
Administrative Clerk Typing					
Administrative Secretary					
Printer					

APPENDIX B

Carolyn Moresco

Carol Penna

Bernadette Wingender

Pamela Moore

Marilyn Levin

Virginia Johnson

Edith Olejarz

Angela Altman

Judy Fortuna

Denise DiMarsico

Patricia Kenny

Beverly Bair

Donna Kraska

Phyllis Martino

