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**AGREEMENT BETWEEN**  
**THE OCEAN COUNTY BOARD OF HEALTH**  
**AND**  
**THE COMMUNICATION WORKERS OF AMERICA,**  
**AFL-CIO**  
**REPRESENTING**  
**SUPERVISORY WHITE COLLAR WORKERS**  
**APRIL 1, 1994 TO MARCH 31, 1997**



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## **PREAMBLE**

This agreement prepared the 12th day of December 1994, retroactive to April 1, 1994, and including subsequent amendments between the BOARD OF HEALTH OF OCEAN COUNTY, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE 1** **RECOGNITION**

The parties agree that the Board of Health of Ocean County, Dover Township, New Jersey, hereby recognizes the Communications Workers of America, Local 1043, as the sole and exclusive bargaining agent for personnel holding supervisory, non-professional White Collar clerical titles, but excluding managerial executives, clerical personnel, confidential personnel, para-professional personnel, professional personnel, craft employees, guards, part-time personnel working less than a twenty-four hour week and Temporary 80- Day personnel, and any personnel represented by other bargaining units.

## **ARTICLE 2** **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 C.W.A. shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this article. This provision shall be effective as of the signing of this agreement.

## **ARTICLE 3** **PRODUCTIVITY**

The parties agree during the terms of this agreement, bargaining unit and members of the bargaining unit will cooperate with the employer in any productivity programs initiated by the employer.

## **ARTICLE 4** **MANAGEMENT RIGHTS**

It is recognized the Board reserves for itself all the powers, rights and authority vested in it under the appropriate statutes and constitution of the State of New Jersey except as may be otherwise provided for in this agreement.

**ARTICLE 5**  
**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 6**  
**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 7**  
**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 8**  
**UNION BULLETIN BOARDS**

The parties agree that the Union may erect and maintain one (1) bulletin board on the premises of the Ocean county Board of Health and that the bulletin board shall be used solely for the posting of information regarding union business. Any information not of a union nature or not posted by the union shall be removed.

Similarly, and subject to the above conditions, the Board shall provide space on a bulletin at satellite agency locations.

**ARTICLE 9**  
**NON-DISCRIMINATION**

No employee will be discriminated against because of race, creed, color, religion, sex, union affiliation or age.

No employee, because of sex, shall be discriminated against in the employment of any job position within the Bargaining Unit of their Agreement. No title shall be created to evade the employment of an individual because of sex in an existing job title and no discrimination in promotional opportunities shall be denied an individual because of sex.

**ARTICLE 10**  
**HEALTH BENEFITS**

I. Hospital, Surgical and Major Medical Benefits:

All employees covered by this Contract shall be permitted to enroll in a County paid health plan after the first of the month following three (3) full months of employment

The existing Blue Cross/Blue Shield Program shall be in effect until June 30, 1991. Effective July 1, 1991 the eligible employee shall have the option of choosing between the following plans:

- a. The Ocean County Board of Health Program.
- b. Such HMO (Health Maintenance Organization) programs available with supplement coverage.

The eligible employee may change plans only during an announced open enrollment each year after having been enrolled in the other plan for a minimum of one full year.

The Board reserves the right to change the carrier for these benefits at its discretion. However, such a change shall not result in a decrease in benefits to the employees in this agreement. A new plan will be equivalent or better than the present plan.

II. Extended Health Benefits:

The Board agrees to continue Hospital, Surgical, and Major Medical Benefits in accordance with terms of this agreement, for members of this bargaining unit who take P.E.R.S. retirement in accordance with N.J.S.A. 40A:10-23 et seq. or successor legislation and regulation. After retirement with twenty-five (25) years or more of

service with this Board, this coverage will continue at no cost to the employee through the balance of the calendar year during which the PERS retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retired in April 1986, extended coverage will continue through December 31, 1988. Upon completion of the aforementioned time period, the employee may elect to continue coverage with notice to the employer; whereby the employee will be responsible for the payment of 25% of the total cost of said coverage with the employer paying the balance of the cost equaling 75%.

The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child(ren) type coverage at the time of retirement may not subsequently have that coverage changed to "family" coverage. Further, the Union agrees to notify the Board of any changes in individual circumstances which may permit a reduced level of coverage.

All other employee benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

### III. 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.

The family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,500.00. 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 preventative and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventative and diagnostic (x-rays, cleaning, check-up, etc.).....	100%
Treatment and therapy (Fillings).....	80%
Prosthodontics, periodontics, inlays, caps and crowns, oral surgery (ambulatory).....	50%



Orthodontics  
(Limited to \$800 per patient over  
a 5 year period).....50%

**IV. Vision Care:**

Permanent full-time employees covered by this Agreement shall be eligible for the Board's vision care program. The purpose of this program is to provide an optical examination by a County selected physician. If the County selected physician determines that eyeglasses are necessary, then the County will provide eyeglasses in accordance with its contract with Vision Care Associates, Inc. or other provider. It is also agreed that replacement eyeglasses will be supplied for existing glasses broken on the job if the broken pair is surrendered and a County Incident Report is filed by the employee.

**V. Family Prescription Plan:**

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan. Coverage will be for the employee, spouse, and children to age 23 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

A. The Board will consider all requests for leaves of absence on a case by case basis, provided that such leaves are submitted to the Board in a request form provided by the Board in writing at least ten (10) days prior to the next regularly scheduled Board meeting. Such leave shall not be arbitrarily or capriciously denied.

B. The parties agree to abide by federal and state guidelines regarding maternity leave.

**ARTICLE 12**  
**JURY DUTY**

Personnel covered by this agreement will be paid their regular pay for each day that they are ordered and assigned to jury duty, provided that the employee turns over to the Ocean County Board of Health any actual compensation received for jury duty service.

**ARTICLE 13**  
**VACATIONS**

The County's vacation program is set forth as follows:

- A. For an employee with no more than twelve (12) months of service, one (1) day for each calendar month employed.
- B. Start of 1st year through end of 4th year: 12 days/year; 1 day/month
- C. Start of 5th year through end of 11th year: 15 days/year; 1 1/4 days/month
- D. Start of 12th year through end of 19th year: 20 days/year; 1 2/3 days/month
- E. Start of 20th year: 25 days/year

After the first year of employment, vacation time shall be credited in advance in anticipation of continued employment. Each employee will be informed of his/her vacation time through utilization of the Board's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him/her; this shall be on a prorated basis of one (1) day for each month of service. Unearned vacation time will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs.

**ARTICLE 14**  
**CLASSIFICATION**

- A. When an employee is assigned by his/her supervisor to work in a higher job classification for two (2) consecutive days, after the conclusion of the second consecutive day the employee will be paid 5% out of title pay for the higher job classification.
- B. If an employee is required to work in a lower job classification less than his/her regular job classification, he/she shall receive his/her regular rate of pay.
- C. Employees will work within their own applicable Ocean County Board of Health job description under the applicable classification from the New Jersey Civil Service System.
- D. An employee's permanent applicable job classification shall not include a combination of Civil Service job descriptions.
- E. Management shall provide to each new clerical employee a copy of the Civil Service position specification for the assigned title. Whenever specifications are changed or amended, management shall provide to the union local officials a copy of such changes upon receipt of same from the Civil Service Commission.

**ARTICLE 15**  
**BEREAVEMENT LEAVE**

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

**ARTICLE 16**  
**HOLIDAYS**

A. The following holidays with pay will be observed by the Board of Health:

New Years 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	Day after Thanksgiving
Independence Day	Christmas Day

B. The Board will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders issues an official proclamation granting a state and county holiday.

C. Any employee who works other than a regular Monday to Friday schedule shall receive Holiday pay in accordance with the above cited paragraphs. Regardless of whether or not the holiday falls on a regular work day, the employee shall receive that day.

D. Holidays falling on Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday.

**ARTICLE 17**  
**SICK LEAVE**

A. Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days per month, commencing in the first month or major portion thereof, from date of hire. Sick leave shall accumulate year to year with an additional fifteen (15) days precredited to the employee at the beginning of each successive calendar year. It is assumed that the employee shall remain in the service of the employer for the remainder of the calendar

year, and the total number of sick days, as previously set forth, 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 prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

Days lost due to injury or illness arising out of or caused by employment for which the employee has a claim for Worker's Compensation shall not be charged to sick leave as long as the Workers Compensation claim is awarded. Any holiday occurring during a period of sick leave shall not be chargeable to sick leave as long as those holidays are part of the Board's annual holiday schedule.

An employee whose illness absence continues after all credited sick leave days have exhausted may use available Vacation days before reverting to and being placed in a "no pay" status. If such employee does not elect to so use available Vacation days, that employee may be placed in "no pay" status up to a maximum of two (2) days in a calendar year before being required to use available Vacation days.

B. The employer may require proof of illness of an employee on sick leave, in accordance with Civil Service Rule (Verification of Sick Leave) 4:1-17) Abuse of sick leave shall be cause for disciplinary action.

C. The employer may require an employee, who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the employer, by a physician designated by the employer. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

D. In the event an employee does not utilize any sick time for the calendar year, from January 1 through December 31, that employee shall receive a bonus in the amount of three (3) days of that employee's pay. In the event the employee shall utilize not more than three (3) sick days, said employee shall receive two (2) days pay as a bonus, and if an employee uses more than three (3) but not more than six (6) days, that employee shall receive a bonus of (1) day's pay. The method of payment shall be by an addition to the regular paycheck payable in April following the preceding year.

E. The Board shall pay accumulated sick leave in accordance with State statute. The Board shall pay one-half the accumulated sick time up to the maximum allowed by State law.

**ARTICLE 18**  
**SENIORITY**

A. All job openings/position vacancies within the bargaining unit shall be posted by the employer for a minimum of five (5) working days prior to being filled.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer, with the 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 an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.

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

C. If there are two (2) or more employees with substantially 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. Any grievances which might arise out of this provision shall be culminated with at a hearing at the Board of Health level.

D. Vacations. Whenever more than one (1) employee requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when 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 19**  
**LONGEVITY**

All employees currently employed within the bargaining unit and any employees hired up to March 31, 1995 shall be considered eligible to participate in the longevity schedule as shown below upon completion of the respective employment service periods.

Effective April 1, 1992 the following longevity schedule shall apply:

7 years	-	3.0%
12 years	-	4.6%
17 years	-	5.7%
22 years	-	6.5%
27 years	-	7.3%

The additional longevity compensation shall be paid to the employee by the payroll department in the first possible payroll period after the anniversary date of the employee.

All employees hired on or after April 1, 1995 shall not be eligible for longevity pay.

#### **ARTICLE 20** **DUES DEDUCTION**

Upon receiving the written voluntary authorization and assignment of an employee covered by this agreement (in the form agreed upon between the Employer and the bargaining agent and consistent with applicable law), the Employer agrees to deduct from the first pay of each month, membership dues in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the bargaining agent during the full term of this agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the International Secretary-Treasurer of the bargaining agent. 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 Health Board in reliance upon salary deduction authorization cards submitted by the Union to the Health Board.

#### **ARTICLE 21** **PERSONAL DAYS**

Employees may be permitted up to three (3) days per calendar year for important personal business which cannot be accommodated in normal off-duty hours and over which the employee has little or no scheduling control, e.g., funeral of a friend or relative, closing on a house sale, religious holiday, etc. Personal leave may not be used for illness absences nor be accumulated from year to year. A newly hired employee shall be entitled to such personal leave days in a calendar year based upon a pro-rata application of his/her months of employment in that calendar year to the twelve month period.(e.g., four (4) months of employment earns one (1) personal leave day). A departing employee, who has utilized and been paid for more than the number of personal leave days earned shall be required to refund the unearned portion to the Department.

#### **ARTICLE 22** **COMPENSATORY TIME**

Any employee who accrues compensatory time as assigned and approved by the appropriate supervisor can use that time within 180 days. Compensatory time not used by December 31 of any given year shall be used by April 1 of the following year.

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

**I. Purpose:**

The purpose of the grievance shall be to settle all grievances between the Board and the Union as quickly as possible so as to insure the efficiency of the Agency and to maintain employee morale.

**II. Definitions:**

A. A "grievance" is an allegation by an employee or the Union that a specific provision of the agreement has been violated, misinterpreted or misapplied. 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 Board of Health's level, and the Board of health'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 right.

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 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.

### III. Procedures:

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure and witnesses, provided requests for witnesses are filed two (2) days prior to the date required so that witnesses may be released from their work unit.
- F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
- G. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- H. Class grievances shall be filed at Step 3 within ten (10) days of the occurrence of a class grievance.

### IV. Processing:

- A. **Time Limit** - The grievant must make the grievance known, at the first step of the procedure, within fifteen (15) days of occurrence of the alleged grievance. 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** - A grievance shall first be informally discussed with the appropriate supervisor and/or a member of the administrative staff. If the informal discussion does not resolve the problem within three (3) work days and a grievance still exists, the grievant may invoke the formal grievance procedure.
- C. **Step 2** - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Division head. The Division head and/or his/her designee will review the grievance, investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission of the grievance form.



D. Step 3 - If the Union is dissatisfied with the response of the Division head, the Union and/or his/her representative may appeal such response in writing to the Public Health Coordinator within seven (7) days of receipt of the response of the Division head. The Public Health Coordinator shall review the matter and respond in writing to the Union within seven (7) days of receipt of the grievance at Step 3.

E. Step 4 - If the grievant is dissatisfied with the answers submitted by the public Health Coordinator at Step 3, the Union and/or his/her representative may, within seven (7) days after the receipt of the written answer at the third step of the grievance process, request that the Public Health Coordinator schedule a hearing before the Ocean County Board of Health on the matter. The hearing shall be scheduled within seven (7) days after receipt of the grievance appeal from the decision of the public Health Coordinator at Step 3 of the process.

The Ocean County Board of Health will hold a hearing with the employee and his/her representative and the Ocean County Board of Health will submit a written answer to the grievant within (7) calendar days after the adjournment of the hearing. The decision of the Ocean County Board of Health shall be final and binding on all matters except contract violations. The hearing granted by the Ocean County Board of Health will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant. The Ocean County Board of Health may delegate its responsibilities under this Step 4 of the grievance procedure to the Chairperson of the Board.

F. Step 5 - If the grievant is still dissatisfied with the answer received from the Board of health and the grievance is a matter of a contract violation, then the grievance may be submitted in writing to the New Jersey State Public Employees Relations Commission (P.E.R.C.).

(a) within twenty (20) days of the decision of the Public Health Coordinator, a grievant may request arbitration of the grievance by giving notice to the Public Health Coordinator of the grievant's continued disagreement with the Health Board.

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

(c) 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. The arbitrator shall rule only on the interpretation of the clause of the agreement involved.

(d) 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.

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

(f) The cost of the services of the arbitrator shall be shared equally by the parties in interest.

#### VI. General Provisions:

A. The president of the Union, or his/her authorized representative, may report a potential grievance to a department administrator in an effort to forestall its occurrence.

B. Nothing herein shall prevent any employee from processing his/her grievance, provided that the Union representative may be present as an observer at any hearing on the individual's grievance.

C. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

D. 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.

E. All records of grievance processing shall be filed outside of the regular personnel file of the grievant/s.

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

G. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and shall be held at a mutually agreeable place.

H. 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 public Health Coordinator.

I. Once an employee elects to utilize this grievance procedure, then this grievance procedure shall serve as the sole route for the resolution of any particular grievance.

The employee cannot stop processing the grievance through this grievance procedure once it has been submitted, unless the employee completely withdraws the grievance with prejudice to any future submission. This action shall serve as an election of remedies on the part of the employee.

**ARTICLE 24**  
**PERFORMANCE EVALUATION**

1. The Board, in its discretion, shall provide a comprehensive program and procedure for performance evaluation. The administration shall actively enforce its requirements for fairness and objectivity. Where the rating official's evaluation reflects job area weaknesses or deficiencies, a developmental plan which clearly sets forth specific suggestions shall be inserted in the section of the form titled "Recommendations for Development". Such commentary is mandatory for all overall evaluation ratings lower than "Effective and Competent" or where such developmental commentary is otherwise requested by the evaluatee. 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 Director of the Board of Health shall contact the Director for an appointment for such discussion.

No additional management commentary or signature shall be placed on the completed Evaluation Report form after said form has been presented to the evaluated employee for examination, consultation and signature.

**ARTICLE 24 (A)**  
**PERSONNEL ACTIONS**

No employee shall be disciplined without just cause. Employees shall have the right to inspect their own personnel files upon specifically requesting an appointment with the Personnel Office to do so. Employees may request a copy of appropriate and specifically identified documents in the personnel file if same have not been previously been made available to the employee.

**ARTICLE 25**  
**OVERTIME**

A. All employees shall be expected to complete their work in the time allotted of the normal working day. Any employee scheduled to work beyond his/her regular scheduled work day shall be paid the rate of time and one-half of the employee's base pay after completion of eight (8) hours work in any scheduled work day, or forty (40) hours of work in any scheduled work week. For purposes of determining overtime pay, all paid time shall be counted as time worked.

B. If an employee is required to work on a holiday, he/she shall receive time and one-half for all hours worked plus one (1) day straight time wages in addition to the time and one-half payment. If an employee should work beyond a normal eight (8) hour shift on a holiday, he/she shall be paid double time and one-half for those hours worked.

**ARTICLE 26**  
**EDUCATIONAL REIMBURSEMENT**

I. Employees in this bargaining unit will be eligible for the educational reimbursement program enumerated below:

A. These regulations will apply to all employees in this bargaining unit.

B. Reimbursement for educational courses will be provided for permanent employees only.

C. The department head will approve of the courses in advance and certify that they are directly related to improving the performance of the Health Board employees in their job classification, and that funds exist in the departmental budget for the expenses to be incurred.

D. Courses taken will be offered by institutions of higher learning in New Jersey, vocational schools, the Public Service Institute and other courses sponsored by the State and Federal Governments.

E. Reimbursement will be contingent upon successful completion of the course as evidenced by a certification or grade report which will accompany the voucher. The amount of reimbursable direct education costs shall be the actual direct costs as billed, but not to exceed the respective rates as charged by Rutgers, the State University. This reimbursement restriction does not retroactively apply to employees whose academic programs had previously been approved by the Board.

F. Except in unusual circumstances, approval will not be granted for courses which will require the employees to be absent during normal work hours for Health Board employees.

G. Health Board employees receiving Associate's or Bachelor's degrees, with all or a substantial portion of the expenses borne by the Health Board, will be required to sign an agreement indicating that they will not leave the employment of the health Board for a one year period after receiving their degree

II. Procedural Requirements:

A. Prior to registration for the course, an application form will be filled out in triplicate by the applicant.

B. If the department head approves the application, it will be forwarded to the Health Administrator. upon approval of the Health Administrator, 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.

C. Upon successful completion of the courses, the applicant will prepare a voucher reflecting the costs incurred, i.e., registration fees, tuition, and books for the course work excluding travel expenses, and attach the approved application form and documentation indicating successful completion of the course to the voucher.

D. Notification will also be provided by the employee to the department head and the health Administrator that the course has been successfully completed.

#### **ARTICLE 27** **UNION LEAVE**

A total of fifteen (15) aggregate days may be utilized with the permission of management for C.W.A. business. Such leave shall include time off for union meetings, conventions and other union functions.

A total of five (5) allowable unpaid days are subject to prior request and approval requirements stipulated in the following paragraph of this article and the stated numbers of unpaid union days apply as a combined annual maximum for members of this unit and the corollary unit represented by the Communications Workers of America.

The employee requesting such leave should file a written request for said leave at least ninety-six (96) hours in advance of the commencement of the leave. The leave may not commence without the permission of the Health Administrator.

#### **ARTICLE 28** **WORK WEEK**

The work week for employees covered by this agreement shall be Monday through Friday, from 8:00 a.m. to 5:00 p.m. with one hour for lunch. However, the agency is operated on a seven (7) day week basis.

#### **ARTICLE 29** **USE OF PERSONAL VEHICLES**

Employees may from time to time be required to utilize their personal vehicles on agency business. In those instances, the employee involved will be compensated twenty-five cents (25) per mile for the actual mileage involved as recorded by the employee on the appropriate form at the applicable mileage rate at the time the vehicle is used.

Employees in such circumstances must make sure that their vehicle is covered by the minimum required primary insurance coverage. No employee should operate his/her car on agency business without the specific and express permission of his/her immediate

supervisor. The agency is not responsible for any employee who utilizes his/her personal vehicle without the permission of the employee's immediate supervisor.

**ARTICLE 30**  
**HEALTH AND SAFETY COMMITTEE**

There shall be a Health and Safety Committee composed of a maximum of three (3) members selected by the Public Health Coordinator, and three (3) selected by the Union. Such committee shall meet at a time of mutual convenience, outside of the work day, to discuss substantive problems that may arise from time to time regarding any health and safety concerns pertaining to this bargaining unit and the supervisory bargaining unit. Nothing herein precludes the possible need on an exceptional basis for discussion and resolution of imminent and potentially dangerous situations during working hours.

The Public Health Coordinator shall consider the recommendations of the committee, but shall have the final decision in his reasonable discretion to make final decisions on such health and safety issues. Health and safety issues shall not include issues of comfort and convenience, but shall be limited to the physical safety and health of employees.

**ARTICLE 31**  
**SALARIES**

1. All employees are to receive the following salary increase schedule:
  - A. 1st year of contract - 4% increase - effective April 1, 1994
  - B. 2nd year of contract - 4% increase - effective April 1, 1995
  - C. 3rd year of contract - 4.5% increase - effective April 1, 1996
  
2. Promotional increases shall be \$1,250.00 or 5% of the base salary whichever is greater.

**ARTICLE 32**  
**REST BREAKS**

Upon the approval of a Department Head as to the precise time, each employee shall be entitled to two ten minute rest breaks, one in the morning and the other in the afternoon. These breaks shall be utilized for personal care and shall be the only breaks permitted beyond the scheduled lunch hour. These breaks shall not be at the commencement or the completion of the workday.

**ARTICLE 33**  
**DURATION OF AGREEMENT**

The terms and conditions of this agreement shall remain in effect for the time period from April 1, 1994 to March 31, 1997 inclusive, or until a successor agreement is negotiated and executed.

**ARTICLE 34**  
**SCHEDULE CHANGE NOTICE & SHIFT DIFFERENTIAL**

All employees hired prior to August 1, 1994 shall not be required to work on weekends and/or work later than 10:00 p.m., pursuant to this provision.

Any change in the regular work schedule affecting an employee covered by this agreement shall require a two (2) week notice to the respective employee(s).

A shift differential of \$1.00 per hour shall be paid to any employee whose regular work schedule starts prior to 7:00 a.m. and/or extends beyond 7:00 p.m. or for any regularly-scheduled hours of work on the weekend for the entire shift worked.

This shift differential shall not affect overtime or overtime rates of payment.

Assignment of regular work schedule changes shall be accomplished by the following procedure: First to request volunteers, Second for assignment to be based on seniority on a rotational basis.

ATTEST:

\_\_\_\_\_  
Date

OCEAN COUNTY BOARD OF HEALTH

[Signature]  
Chairman Date

WITNESS:

[Signature] 5/2/95  
Date

CHIEF LABOR NEGOTIATOR

[Signature] 5/5/95  
Date

OCEAN COUNTY BOARD OF HEALTH

[Signature] 5/2/95  
Date

WITNESS:

[Signature] 5/2/95  
Date

COMMUNICATION WORKERS OF AMERICA

[Signature] 5/2/95  
Date

[Signature] 5/2/95  
Date

[Signature] 5/2/95  
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Date