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A G R E E M E N T

between

Celanese
BOARD OF CHOSEN FREEHOLDERS

LIBRARY
Institute of Management and
Labor Relations

AUG 31 1984

PRINCETON UNIVERSITY

and

COMMUNICATION WORKERS

OF AMERICA

(American Telephone & Telegraph)

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

APRIL 1, 1984 - MARCH 31, 1987

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A G R E E M E N T

THIS AGREEMENT, made this 1st day of April 1984, 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 organization 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 County and Union.

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 elections held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the County 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.

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 of America; except as may be specifically modified by this agreement. These rights will include, but not be limited to, full operation efficiency and productivity in the direction of the work force. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes, are hereby reserved by the County as its management prerogatives and rights.

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 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 of 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 County Administrator level, and the County Administrator's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.
- C. Nothing in this procedure shall preclude an employee from exercising his/her legal or Civil Service 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 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 that directly involves two (2) or more people.
- I. "Union grievance" is a formal grievance filed on behalf of one or more employees by the Union.

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 notwithstanding.
- C. Formal grievance 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. Any designated union representative, whether he/she is on the County payroll or not, has the right to represent the grievant in any step of the grievance procedure.
- G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.

- H. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Grievances may only be advanced to Step 2 or higher by union officers or shop stewards.

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/her representative shall present a written statement of the alleged grievance to the grievant's Department Head. The grievant must file the written grievance within fifteen (15) calendar days of the occurrence of the grievance.

The Union may, at the time of filing the grievance, request a meeting with the Department Head to discuss the grievance. Said meeting shall be scheduled within five (5) work days of filing. The Department Head shall render a decision in writing within five (5) work days. All decisions of the Department Head will be copied to the Employee Relations Department and the Union President.

- C. Step 2

If the grievant is dissatisfied with the answer submitted by the employee's Department Head during the Step 1 stage of the process, then the union representative may appeal the Department Head's written answer within five (5) work days after receipt of the answer at the first step.

The Employment Relations Director or his/her designee shall review the grievance appeal and investigate the facts. He/she may request a meeting of the parties to clarify issues. He/she shall submit a written answer to the grievant within five (5) work days of the submission of the grievance to Step 3.

- D. Step 3

If the grievant is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the union representative may appeal the answer of the Employee Relations Director within five (5) work days after receipt of the written answer of the second step of the process by the grievant.

The County Administrator or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within five (5) work days of the submission of the grievance to Step 3.

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.

1. Within twenty (20) days of the decision of the County Administrator, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the County Administrator.
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/she shall have no power to make an award inconsistent with law and he/she 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/her decision requires Legislative action, such decisions shall be effective only if legislation is enacted.
9. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

IV. 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 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 hearing 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.
8. "The Union and the Employee Relations Department may mutually waive the first step."

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.

No employee, because of sex, shall be denied or discriminated against in the employment of any job position within the bargaining unit or our agreement. No title shall be created to evade the employment of an individual because of sex in an existing job title and no discrimination in promotional opportunities shall be denied an individual because of sex.

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
PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit, within the period of this agreement, shall receive a minimum increase of \$650 (Six hundred fifty dollars) effective on the date of promotion.

ARTICLE IX
WORK CLOTHES AND RAIN GEAR

The parties agree that all personnel covered by this bargaining unit, who are required to wear a uniform by the County Administrator or his/her designees shall receive payment of \$475.00 (Four hundred seventy-five dollars) per contract year for the care and maintenance of said uniforms. Said payment shall be in the form of two equal payments of \$237.50 each on or before June 1 and on or before December 1 of any given year of this agreement. This provision shall be retroactive to April 1, 1982.

The County shall continue to provide the initial issue of uniforms and any replacement uniforms that are necessary, as long as the uniforms are requisitioned according to existing County policies. All personnel covered by this unit, shall maintain and wear the proper uniform as it is issued and required by their respective department heads.

The County will continue to provide the above mentioned uniforms and rain gear to all employees in the bargaining unit. The County will determine the amount of uniforms/work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of said work clothes/uniforms and rain gear in usable condition. The County shall provide womens' uniforms in proper sizes for summer and winter use. Winter uniforms shall include heavier winter pants.

ARTICLE X
JOB CLASSIFICATIONS

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

B. An employee's permanent applicable job classification shall not include a combination of Civil Service job descriptions.

C. If if the event an employee is assigned to perform work in a job classification higher than his/her title for a period of one complete workday, he/she shall be paid at a rate of pay within the increment scale at which he/she is employed, at the higher classification for that day.

D. 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.

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 the major 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/her position and not be rehired by said employer within three (3) months of said resignation.

2. Should an employee retire.
 3. Should an employee suffer a validated dismissal.
 4. Should an employee request and receive a voluntary transfer out of the bargaining unit of the work force of the Board.
 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 highest 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 time, the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Employee Relations Director shall have the right, at his/her discretion, to fill any temporary job opening, by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Employee Relations Director, may in his/her 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/her immediate supervisor or the Employee Relations Director. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Employee Relations Director decides not to transfer the employee, then the vacancy shall be filled through provisions established through the job posting procedure as agreed to in this contract.
- 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 employee 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 the 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/she will be passed and will not be offered any other overtime assignment until his/her turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he/she is unqualified to do the work assigned, he/she 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/her department. Peak period will be designated by the administration each year.

ARTICLE XII
CALL-IN PAY

- A. Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guaranteed four (4) hours work. No employee will be paid less than four (4) hours wages for the four (4) hours period at the applicable rate at the time of call-in.
- B. Call-in time will be determined to begin at the time of the phone call if the employee arrives at the work location in a reasonable time.
- C. Employees listed on vacation or sick leave need not be called unless said employee listed on vacation or sick leave notifies his foreman he is available to return from vacation or fit to return from sick leave; the next senior employee will be called.
- D. Seniority lists will be compiled under each foreman and posted at each work location. Detailed reports of date, emergency circumstances, time of call-in, arrival time and departure time will be kept on file.
- E. Effective upon the signing of this contract, for every four (4) hours worked, under this Article, a meal allowance of \$4.50 will be given. Whenever an emergency or overtime is declared prior to employees leaving for the day, they will be eligible for a meal allowance with one hour overtime worked without the four hour rule applying.
- F. When overtime assignments are planned in advance, neither the four (4) hour guarantee associated with call-in pay nor the Meal Allowance provision associated with a call-in situation shall apply.

ARTICLE XIII
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 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

The County will comply in granting a holiday whenever the Governor of the State of New Jersey issues an official proclamation granting a State holiday.

Holidays falling on Saturday are celebrated on Friday. Holidays are considered as eight (8) hours worked. Any employee working on any of the above holidays shall receive overtime in accordance with the provisions of Article XXIII of this agreement.

Any employee that 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 workday, the employee shall receive that 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 dated based upon date of appointment:

	10 years - 1.5% of Salary
	15 years - 2.6% of Salary
	20 years - 3.7% of Salary
Additional payment at	25 years - 4.0% of Salary

Effective April 1, 1985, the revised longevity pay schedule set forth below will apply to all classified permanent Blue Collar unit employees:

	10 years - 2.5% of Salary
	15 years - 3.6% of Salary
	20 years - 4.7% of Salary
	25 years - 5.0% of Salary
	30 years - 6.0% of Salary

ARTICLE XV
BEREAVEMENT PROVISION

All employees shall receive up to three 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, aunts, uncles, common-law spouses, 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. The employing authority may require proof of loss of the deceased whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

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 the 1st of the month following three (3) full months of employment. There shall be no change in the group hospital medical plan or any other 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 which is equivalent or better.

For all employees who have satisfied the three month waiting period, the Board will reimburse deductible amounts specified under the prevailing County plan to a maximum of \$100 for those employees with Single coverage and a maximum of \$200 for those employees with other than Single Coverage.

ARTICLE XVII
EYEGLASSES

It is agreed by both parties that all employees of the bargaining unit requesting an eye examination shall be granted an annual examination by a County physician, and if a determination is made by this examination that the individual requires eyeglasses for the safe performance of his/her duties, the County shall purchase such eyeglasses for this individual. The style and/or frame will be the individual's selection, within reason.

It is further understood that any employee who damages his/her eyeglasses in the course of employment shall have his/her eyeglasses replaced or repaired at County expense. The employee will return damaged glasses whenever possible.

ARTICLE XVIII
PERSONAL LEAVE

Each employee shall be eligible for three (3) days personal leave which may be used for personal business with the permission of their immediate supervisor or his/her designee. Personal leave time shall not be accumulated. Such leave shall be requested with at least forty-eight (48) hour notice. An exception shall exist in the case of a valid emergency.

ARTICLE XIX
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 XX
AGENCY SHOP

When State law permits, the County will automatically grant an Agency Shop, on the effective date of the State Law.

ARTICLE XXI
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 twelfth year, fifteen (15) working days;
For the twelfth to the twentieth year, twenty (20) working days;
Over twenty years, twenty-five (25) working days.

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

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

ARTICLE XXII
SICK LEAVE

Sick leave shall accumulate at the rate of one and one quarter (1 $\frac{1}{4}$) days per month in the first year of service, commencing on the first month or major portion thereof from date of hire. It is assumed the employee shall remain in the service of the 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.

Members of this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick leave at retirement policy which if offered in accordance with Title 4:1-17.24. 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 Employee Relations Office within the time guidelines in the policy.

ARTICLE XXIII

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 regularly scheduled work day, shall be paid at the rate of time and one-half ($\frac{1}{2}$) of the employee's base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours of work in any scheduled work week.
- B. If an employee is required to work on a holiday, he/she shall receive time and one-half ($\frac{1}{2}$) for all hours worked plus one (1) day straight time wages in addition to the time and one-half ($\frac{1}{2}$) payment. If an employee should work beyond a normal eight (8) hour shift, he shall be paid double time and one-half (2 and $\frac{1}{2}$) for those hours worked.
- C. When emergency overtime assignments are necessary on days other than normally scheduled work days; i.e., weekends or holidays, the so-called "normal shift" customarily worked by those employees is not a factor in determining the applicable rate of pay. In other words, hours worked during an emergency overtime situation on non-scheduled work days are treated the same for payroll purposes regardless of the time of day or night they occur.

ARTICLE XXIV

SALARIES

The parties mutually agree to incorporate the recommendation of fact-finder Joel M. Weisblatt, dated March 19, 1984, with respect to salary, increments, minimum salaries, and reopeners, as follows:

SALARY: Employees currently at maximum
Effective 4/1/84 - \$1,000
Effective 4/1/85 - \$800

Employees below maximum hired prior to 4/1/79
Effective 4/1/84 - \$900
Effective 4/1/84 - an increment of \$500
Effective 4/1/85 - \$750
Effective 4/1/85 - an increment of \$400

Employees below maximum hired after 4/1/79
Effective 4/1/84 - \$800
Effective 10/1/84 - an increment of \$200
Effective 4/1/85 - \$750
Effective 10/1/85 - an increment of \$200

The above increments shall be in addition to the salary increases, however, no increment shall be applied to raise any employee's salary above the newly established maximum. If the increment would have that effect the employee shall merely attain the new maximum salary level.

Maximum salaries shall be increased in each year by the salary increases applied to those employees currently at the maximum.

Minimum salaries shall be increased as follows:
Effective 10/1/84 - \$800
Effective 10/1/85 - \$750

DURATION: April 1, 1984 through March 31, 1987
There shall be reopener provisions for Salary and COLA for the third year of the contract.

ARTICLE XXV
COLA

A. In addition to all of the foregoing, each employee shall be entitled to a cost of living stipend for the fiscal years beginning 4/1/84 and 4/1/85 which shall be computed and paid in a lump sum at the end of each fiscal year.

B. The cost of living stipend for each employee shall be computed as follows:

For each calendar month, where the All Urban Consumers Index for the Philadelphia, Pennsylvania region (as published by the Federal Government), indicates an increase of more than 9.0% (over the same calendar month of the prior year), each employee shall be paid a percentage of their base pay for that month which is equal to the percentage increase which exceeds 9.0%, subject to the following limitation or CAP, that is to say no employee shall be entitled to receive for any one month, during the fiscal year, any amount which exceeds 6.0% of his monthly base pay.

C. It is intended that COLA be computed on the fiscal year January 1 to December 31, in accordance with the above provisions. COLA provisions shall be effective for April 1, 1984 and shall continue in effect through March 31, 1986.

D. Payment of COLA shall be made on or before April 1 of the subsequent contract year.

ARTICLE XXVI
JAIL ASSIGNMENT PAY

Special assignment pay shall be provided to employees assigned to the Ocean County Jail. Employees assigned to this facility shall receive an amount of One Thousand Two Hundred and Fifty Dollars (\$1,250) per annum to be provided on a prorated monthly basis.

ARTICLE XXVII
UNION LEAVE

Effective April 1, 1984, members of the Bargaining Unit may use up to a total of forty (40) aggregate days for union business each contract year. Union officers or shop stewards must request utilization of this leave to the Director of Employee Relations at least forty-eight (48) hours before it is to commence and, when taken, such leave shall not impede the operation of any County Department. Joint County/Union discussions about matters of mutual concerns shall not be applied against this benefit.

ARTICLE XXVIII
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 XXIX
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 XXX
EMERGENCY OVERTIME

In all emergency overtime, the supervisor will assign at least two (2) employees to perform this assignment.

ARTICLE XXXI
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. It is anticipated that during the course of this contract, up-dated Personnel Handbooks will be prepared and distributed to members of this Bargaining Unit.

The Employer will within the last year of an employees' service prior to pension make every effort within the confines of its ability to supply all available information to the employee nearing pension eligibility, said efforts by the Employer and information supplied is in no way to be construed as a warranty or guarantee as to what the particular employee will ultimately receive in the way of pension benefits.

ARTICLE XXXII
NIGHT DIFFERENTIAL

All employees covered by this agreement who are required, by the County, to work a B or C shift, which shift and the time of assignment for same shall be determined by the County, shall be compensated in the amount of four percent (4%) base salary for such shift assignments.

Any shift starting subsequent to 3 P.M. will be considered a B or C shift.

ARTICLE XXXIII

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

ARTICLE XXXIV
PARKS PROVISIONS

1. All existing Parks employees as of August 29, 1977 shall work an 8:00 a.m. to 4:30 p.m. work day and shall work a regular Monday through Friday work schedule. Different hours or days shall be compensated in accordance with the overtime provisions of article XXIII of the contract between the parties.
2. This provision shall also apply to all replacements for employees as specified in Paragraph 1.
3. New employees hired in additional positions shall not take away any overtime opportunities that existed as of August 29, 1977 from employees specified in Paragraphs 1 and 2.
4. Employees referred to in Paragraphs 1 and 2 shall have the right to bid on any newly created job positions in accordance with Article XI.

ARTICLE XXXV
SAFETY EQUIPMENT COMMITTEE

A Safety Committee shall be established to formulate policy as to when a County vehicle or other equipment is to be considered in safe operating condition. This committee shall be comprised of an equal number of union and management representatives.

ARTICLE XXXVI
GUARDS

Current personnel covered by the prevailing Guards Agreement are to be continued in the Blue Collar Unit. However, the incorporation of these personnel into the Agreement is recognized by both parties to be subject personnel as defined in Public Law 303, 1968, as amended. (Reference: N.J.S.A. 34:13A-5.3: "Except where established practice, prior agreement or special circumstances dictate to the contrary, no policemen shall have the right to join a member organization that admits other than policemen to its membership.")

ARTICLE XXXVII
GUARDS PROVISIONS

- A. Part-time Over-time -- The formula to be utilized for part-time employees overtime is as follows: Time and one half ($\frac{1}{2}$) pay shall be paid, if the employee works more than eight (8) consecutive hours in one twenty-four (24) hour period. If that period is broken by any time period, this formula will not be applicable because the call in pay formula in Article XII of this Agreement will control.

- B. Seniority Revisions - Regular employees who work less than twenty (20) hours per work week will receive half year of credit for each such full year worked for seniority purposes. Employees who regularly work more than twenty (20) hours per week in any year shall receive one full years credit for each such year, for seniority purposes.
- C. Rounds by Guards - Employees covered by this agreement shall make a minimum of three rounds per eight (8) hour shift and a maximum of seven (7) rounds per eight (8) hours shift, and the existing status quo shall remain in effect.
- D. Equipment.
 - a. Personnel covered by this agreement will be issued guard uniforms for full time and part-time personnel.
 - b. These personnel shall be issued flash lights with batteries, rain gear and a cold weather coat, as well as other summer and winter equipment.
- E. Hospitalization for part-time guards will be as per existing County Policy.

ARTICLE XXXVIII
APPENDIX A

Appendix A, a listing of prevailing job titles with additions to minimum and maximum salary, is attached hereto and made a part hereof, shall be modified in accordance with the recommendation of the fact-finder here and before mentioned. These revisions shall be made from the Appendix A which was prepared in conjunction with the previous contract.

ARTICLE XXXIX
SPECIAL ASSIGNMENT PAY

A. Detention Shelter - A special assignment pay shall be provided to members of the bargaining unit assigned to the Ocean County Juvenile Detention Shelter. Members of the bargaining unit assigned to this facility shall receive \$750.00 per annum in addition to their base salary on a prorated monthly basis. This provision shall be prorated on the basis of the time of actual employment in said facility.

B. JET VAC - A special assignment pay shall be provided to members of the bargaining unit assigned to work on the JET VAC. Said members shall receive an amount of \$750.00 per annum in addition to their base salary on a prorated monthly basis. This provision shall be prorated on the basis of actual time spent assigned to the JET-VAC.

ARTICLE XL
OCEAN COUNTY DENTAL REIMBURSEMENT PROGRAM

The Ocean County Board of Chosen Freeholders has adopted a "Dental Reimbursement Program".

Purpose: If employees whose union has successfully negotiated this benefit shall incur dental expenses for himself/herself, the County of Ocean shall be responsible for 70% of total cost to a maximum of \$150.00 within a one (1) year period.

Authority: The Dental Reimbursement Program will be administered through the Department of Employee Relations.

This department will be responsible for the verification of eligibility of employees and procedural implementation of same.

Eligible Providers: Program: The Dental Program covers any preventive, maintenance, and/or restorative service rendered by a licensed dentist.

Exclusions: No benefit shall be provided for:

Service for injuries or conditions which are compensable under Workmen's Compensation or Employer's Liability Laws, services which are provided the eligible employee by any Federal or State Government Agency or are provided without cost to the eligible employee by any municipality, county or other political subdivision.

How the Program Works: All permanent full-time employees who have completed one full year of service with the County of Ocean and are within a bargaining unit that has successfully negotiated this benefit, have two (2) options:

Options:

1. Direct reimbursement through the standard guidelines of the voucher system, or
2. Direct payment to the licensed dentist through the standard guidelines of the voucher system.

Option #1 - Reimbursement for dental services rendered within the specified twelve (12) month period of 70% of the cost to a maximum of \$150.00 by submitting the accumulated paid receipts with a voucher signed by the employee to the Department of Employee Relations. The Department of Employee Relations will verify the eligibility of employee, review the accuracy of the voucher and submit to the Ocean County Treasurer's Office for payment.

Option #2 - Direct payment to the licensed dentist. The employee will be responsible for complying with the standard guidelines for submitting the voucher by having the dentist complete and sign same. The employee will submit the voucher to the Ocean County Department of Employee Relations. They in turn will implement the established procedure. The County of Ocean accepts partial (70% or \$150.00) responsibility of the costs. Expenses incurred over the stipulated guidelines shall be the responsibility of the employee.

ARTICLE XLI
HOURS OF WORK

A. The Employee Relations Department shall notify the Union in writing of any permanent change in the existing shifts.

B. All Blue Collar workers shall receive a 15 minute break during every four hour period worked.

C. All workers working the 8:00 A.M. - 4:30 P.M. shift shall receive a 30 minute unpaid lunch period.

D. All full-time workers working a shift other than 8:00 A.M. - 4:30 P.M. shall receive a 30 minute meal break without pay.

E. Wash-up time: All Blue Collar workers shall be granted a 15 minute wash-up time immediately preceding lunch and the end of the work day.

ARTICLE XLIII
DISCIPLINE

No employee shall be disciplined without just cause. The Union will be informed within a reasonable time when any of the following disciplinary action has been taken: suspension, fine, demotions, termination. Any allegation that there has been a suspension, fine, demotion, or termination without just cause shall be subject to the grievance procedure with the following provisions:

A. Arbitrator's decisions on disciplinary actions shall only be advisory in nature, and in no way bind the parties.

B. The advisory arbitration step can only be waived by mutual agreement.

C. The loser shall pay the full cost of the arbitration.

ARTICLE XLIII
SUMMER SCHEDULE

Between Memorial Day and Labor Day, work hours may be changed by the Department Head/designee. Such change shall be communicated to the Union in writing twenty-one (21) days prior to the change, the Union may disapprove said change within fourteen (14) days.

ARTICLE XLIV
DURATION

This Agreement shall be effective retroactive to 4/1/84 and shall continue in full force and effect until 3/31/87.

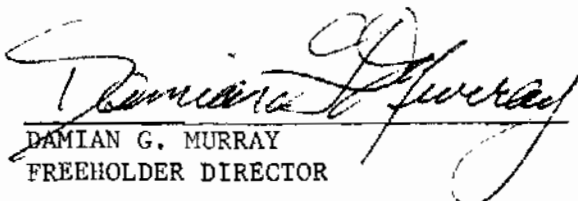
The intent of notification for a successor agreement may be brought by either party on or about 11/1/86.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 3rd day of MARCH, 1984.

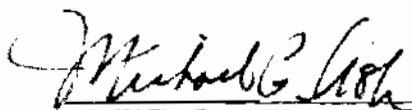
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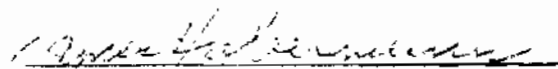
OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS


THOMAS WASKOVICH
CLERK OF THE BOARD


DAMIAN G. MURRAY
FREEHOLDER DIRECTOR

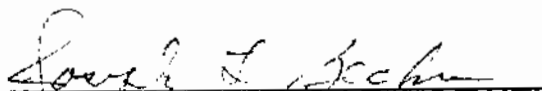
COMMUNICATION WORKERS OF AMERICA,
AFL-CIO LOCAL 1070

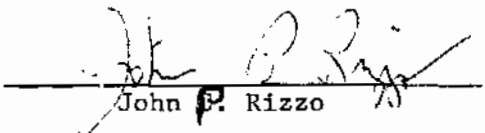

MICHAEL P. ASH
INTERNATIONAL REPRESENTATIVE


JAMES HABERMANN, PRESIDENT

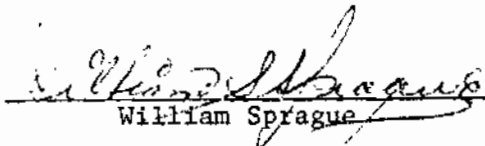
COMMITTEE MEMBERS:

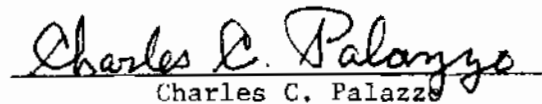

John Brummer

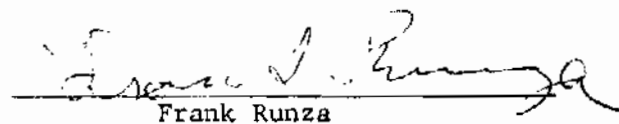

Joseph L. Becker


John P. Rizzo


James Curry


William Sprague


Charles C. Palazzo


Frank Runza

BLUE COLLAR SALARY RANGES EFFECTIVE APRIL 1, 1984 - Appendix A

Building Maintenance Worker	7,458. - 16,185.
Building Service Worker	7,458. - 15,269.
Bus Attendant - Handicap Program	7,458. - 12,450.
Food Service Worker	7,458. - 12,425.
Parking Lot Attendant	7,458. - 12,425.
Bridge Operator	7,857. - 15,697.
Cook	7,857. - 16,309.
Laborer	7,857. - 16,722.
Senior Building Maintenance Worker	7,857. - 16,685.
Senior Building Service Worker	7,857. - 16,218.
Senior Food Service Worker	7,357. - 12,925.
Groundskeeper	8,281. - 16,722.
Guard, Public Property	8,281. - 15,903.
Maintenance Repairer	8,281. - 13,525.
Park Maintenance Worker	8,281. - 16,255.
Radio Dispatcher	8,281. - 14,402.
Radio Repairer	8,281. - 13,525.
Senior Bridge Operator	8,281. - 13,525.
Senior Cook	8,281. - 17,747.
Stock Clerk	8,281. - 16,110.
Traffic Maintenance Worker	8,281. - 15,940.
Tree Trimmer	8,281. - 13,525.
Signal Systems Repairer	8,281. - 13,525.
Bridge Repairer	8,315. - 14,125.
Maintenance Repairer Carpenter	8,315. - 15,821.
Maintenance Repairer Electrician	8,315. - 14,125.
Maintenance Repairer LPL	8,315. - 14,125.
Maintenance Repairer Mason	8,315. - 14,125.
Maintenance Repairer Painter	8,315. - 14,125.
Maintenance Repairer Plumber	8,315. - 14,125.
Maintenance Repairer Roofer	8,315. - 14,125.
Mason	8,315. - 16,902.
Painter	8,315. - 14,125.
Senior Groundskeeper	8,315. - 14,125.
Senior Guard, Public Property	8,315. - 14,125.
Senior Maintenance Repairer	8,315. - 15,437.
Senior Park Maintenance Worker	8,315. - 17,794.
Senior Traffic Maintenance Worker	8,315. - 16,297.
Garage Attendant	8,774. - 17,222.
Mechanic's Helper	8,774. - 14,725.
Motor Vehicle Operator E & H	8,774. - 14,820.
Omnibus Operator Class I	8,774. - 14,725.
Senior Bridge Repairer	8,774. - 15,722.
Senior Maintenance Repairer LPL	8,774. - 15,450.
Senior Road Repairer	8,774. - 14,725.

BLUE COLLAR SALARY RANGES EFFECTIVE APRIL 1, 1984 - Appendix A

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Senior Maintenance Repairer LPL	8,774. - 15,450.
Senior Road Repairer	8,774. - 14,725.

Security Officer	9,290.	-	15,325.
Assistant Storekeeper	9,290.	-	15,494.
Equipment Operator Bridges	9,290.	-	16,325.
Equipment Operator Parks	9,290.	-	15,826.
Equipment Operator Roads	9,290.	-	19,447.
Senior Maintenance Repairer Carpenter	9,290.	-	15,325.
Senior Maintenance Repairer Electrician	9,290.	-	15,325.
Senior Maintenance Repairer Roofer	9,290.	-	18,950.
Senior Maintenance Repairer Painter	9,290.	-	15,325.
Senior Maintenance Repairer Plumber	9,290.	-	15,937.
Senior Mason	9,290.	-	15,325.
Senior Tree Trimmer	9,290.	-	15,325.
Sign Designer, Letterer & Processor	9,290.	-	16,964.
Signal Systems Maintenance Worker	9,290.	-	15,325.
Truck Driver	9,290.	-	16,437.
Motor Broom Driver	9,844.	-	17,964.
Senior Sign Designer, Letterer & Processor	9,844.	-	16,525.
Tree Surgeon	9,844.	-	16,525.
Heating & Air Conditioning Mechanic	10,434.	-	17,325.
Heavy Equipment Operator Parks	10,434.	-	19,048.
Heavy Equipment Operator Roads	10,434.	-	20,343.
Mechanic	10,434.	-	18,088.
Traffic Signal Repairer	10,434.	-	17,325.
Senior Security Officer	11,000.	-	16,980.
Mechanic Diesel	11,066.	-	17,325.
Senior Mechanic	11,066.	-	21,859.
Storekeeper	11,066.	-	17,986.
Storekeeper - Automotive	11,066.	-	17,325.
Traffic Signal Electrician	11,066.	-	17,325.
Carpenter	11,309.	-	17,325.
Electrician	11,309.	-	17,325.
Elevator Mechanic	11,309.	-	17,325.
Oil Burner Service Mechanic	11,309.	-	17,325.
Plumber	11,309.	-	17,325.
Senior Carpenter	11,709.	-	17,925.
Senior Electrician	11,709.	-	17,925.
Senior Plumber	11,709.	-	17,925.
Mechanic Welder	13,500.	-	18,500.
Body & Fender Mechanic/Mechanic	13,500.	-	17,500.