

A G R E E M E N T

between

OCEAN COUNTY

BOARD OF CHOSEN FREEHOLDERS

and

COMMUNICATION WORKERS

of AMERICA

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

(Blue-collar unit)

1977-1979

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A G R E E M E N T

THIS AGREEMENT, made this 15th day of April between the County of Ocean of the State of New Jersey, a public employer with its main office at Washington Street, Toms River, New Jersey, hereinafter referred to as the "County", and the Communication Workers of America, comprised of Ocean County Blue Collar Employees, such 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 parties hereto.

ARTICLE II RECOGNITION OF UNION

The County recognizes the Communication Workers of America, as the exclusive representative of all Blue Collar Employees as set forth in the certification of the election held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the County for the purposes provided for under Chapter 303, 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; 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 or the union that a specific provision of this agreement has been violated. These grievances only may be submitted to binding arbitration as a final step in the procedure.
- B. All other allegations that there has been a violation, a misinterpretation or misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the Board level, and the Board's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.
- C. Nothing in this procedure shall preclude an employee from exercising his/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 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.

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. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Board.
- G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
- H. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

III. Processing

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

The grievant and/or his/her representative shall present a written statement of the alleged grievance to the immediate supervisor of the grievant. The grievant must file the written grievance within fifteen (15) calendar days of the occurrence of the grievance. The immediate supervisor will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission date of the grievance form.

C. Step 2

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

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

D. Step 3

If the grievant is dissatisfied with the 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) calendar 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 seven (7) calendar days of the submission of the grievance to Step 3. The Contract Administrator under Step 3 shall be the County Administrator.

E. Step 4

If the grievant is dissatisfied with the answer submitted by the County Administrator at Step 3, the grievant and/or his/her representative may appeal the answer of the County Administrator within seven (7) calendar days after receipt of the written answer of the third step of the process by the grievant. The employee will request that the County Administrator schedule a hearing before the Board of Chosen Freeholders on the matter. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the County Administrator's decision at Step 3 of the process. The Board of Chosen Freeholders will hold a hearing with the employee and his/her representative and the Board of Chosen Freeholders will submit a written answer to the grievant within seven (7) calendar days after the adjournment of the hearing. The decision of the Board of Chosen Freeholders shall be final and binding on all matters except contract violations. The hearing granted by the Board of Chosen Freeholders will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant.

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

1. Within twenty (20) days of the decision of the Board, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.
2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the American Arbitration Association.
3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.
4. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.
5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from or alter the language of this agreement. He/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 hearings shall be held on the Board's premises.
7. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative who is an employee of the Board throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

ARTICLE VI
NON-DISCRIMINATION

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

ARTICLE VII
BULLETIN BOARDS

The Union will have access to bulletin boards in work areas where Blue Collar Employees are employed. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship with the Blue Collar Employees on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Employee Relations Director so that this office of the Employee Relations Director is always aware of this information.

ARTICLE VIII
PROMOTIONAL RENUMERATION

Any employee who receives a promotion within the bargaining unit, shall receive a minimum increase of at least \$500. (Five Hundred 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 designee, shall receive payment of one hundred and fifty dollars (\$150) per year for the care and maintenance of said uniforms. Said payment shall be in the form of a seventy-five dollar (\$75) payment by submission of a proper voucher by the uniformed personnel on or before June 1 and a seventy-five dollar (\$75) payment on or before December 1 of any given year of this agreement.

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.

ARTICLE X
JOB CLASSIFICATIONS

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 Civil Service job descriptions.

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

C. If in the event an employee is assigned to perform work in a job classification higher than his/her title for a period in excess of two (2) consecutive workdays, 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 all hours worked over and above the two (2) consecutive days.

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 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 or out of the work force of the Board.
5. Should an employee be absent without leave for more than five (5) days.

6. Should an employee be laid off for more than six (6) months; provided that the Board has a right to recall such employees within nine (9) calendar months of the date of their initial layoff.
- C. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority, shall be given preference. If the employee with the greatest seniority cannot perform the 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 of time, the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Employee Relations Director shall have the right, at his/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 the provisions established through the job posting procedure as agreed to in this contract.

- H. Overtime Rotation -- Overtime at each job location in the Blue Collar unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees at each job location in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he/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 periods will be designated by the administration each year.

ARTICLE XII
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 four (4) 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 four (4) hours wages for the four (4) hours period at the applicable rate at the time of call-in.

ARTICLE XIII
HOLIDAYS

The County will publish a holiday schedule in the first payroll period of January of each year, the present twelve (12) holidays will be incorporated in this schedule and any holiday that is a mandatory observance declared by the federal, state or county government, will also be noted in this schedule or observed when the decision at the state or federal level is made or the County Freeholder Board adopts additional holidays.

Holidays falling on Saturday are celebrated on Friday. Abide by the Governor's proclamations. Holidays are considered as eight (8) hours worked.

ARTICLE XIV
LONGEVITY PAY

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

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

ARTICLE XV
BEREAVEMENT PROVISION

All employees shall receive up to three 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.

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 the first of the month following ninety (90) days of employment. There shall be no change in the group hospital medical plan or any type of insurance presently maintained and paid by the employer on behalf of the employees as shown above, except in the case of a new plan that is equivalent or better.

ARTICLE XVII
PERSONAL LEAVE

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

ARTICLE XVIII
DUES CHECKOFF

The employer agrees to deduct from the earnings of each employee, union member dues when said employee has properly authorized such deduction in writing. The union will indemnify, defend and save harmless the County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Communication Workers of America at its international office in Washington, D.C. A list of the names of deductees will be forwarded annually.

ARTICLE XIX
VACATION TIME

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

Sick leave shall accumulate at the rate of one and one quarter (1 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.

The parties agree that the personnel covered by this bargaining unit will receive the benefits of the County's unused sick leave reimbursement at retirement program, and the parties concur that they will comply with all of the rules and regulations of this program.

ARTICLE XXI
OVERTIME

A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond his/her regularly scheduled work day, shall be paid at the rate of time and one-half (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 (1/2) for all hours worked plus one (1) day straight time wages in addition to the time and one-half (1/2) payment.

ARTICLE XXII
SALARIES

All eligible employees on payroll on the effective date of this agreement shall receive, wages and salaries in accordance with the following provisions:

The range for each position will be revised in accordance with the attached list of ranges.

For the contract year March 24, 1977 to March 31, 1978, each employee hired prior to March 24, 1977, will receive a minimum increase of six hundred dollars (\$600) in the first year of the agreement. Effective the first payroll period of November 1977 across the board increase of two hundred twenty five dollars (\$225). Effective the first payroll period of April 1978 across the board increase of five hundred dollars (\$500). Effective the first payroll period of November 1978 across the board increase of three hundred twenty five dollars (\$325). Employees hired after March 24, 1977, will receive an increase of salary pro rated on the basis of four (4) quarters of the year. The following pro ration schedule will be implemented:

- A. Employees hired after March 24, 1977 but prior to June 30, 1977 will receive six hundred dollars (\$600).
- B. Employees hired after July 1, 1977, but prior to September 30, 1977, will receive four hundred and fifty dollars (\$450). In addition to the November 1977 adjustment.
- C. Employees hired after October 1, 1977 but prior to December 30, 1977, will receive three hundred dollars (\$300). In addition to the November 1977 adjustment.
- D. Employees hired after January 1, 1978, but prior to March 31, 1978, will receive three hundred and eighteen dollars and seventy-five cents (\$318.75)

For the contract year April 1, 1978 to March 31, 1979:

- A. Employees hired after April 1, 1978, but prior to June 30, 1978, will receive five hundred dollars (\$500).
- B. Employees hired after July 1, 1978, but prior to September 30, 1978, will receive three hundred and seventy-five dollars (\$375). In addition to the November 1978 adjustment.
- C. Employees hired after October 1, 1978, but prior to December 30, 1978, will receive two hundred and fifty dollars (\$250). In addition to the November 1978 adjustment.
- D. Employees hired after January 1, 1979, but prior to March 31, 1979, will receive four hundred and fifty dollars (\$450).

All employees will be placed on the ranges that will be attached retroactive to March 24, 1977, on the effective date of this agreement.

All employees covered by this agreement will be moved to the maximum of their respective salary ranges which is applicable no later than six (6) years after the effective date of this agreement provided that they have maintained satisfactory performance and discipline ratings and have remained in a continuous uninterrupted employment status with the County of Ocean and that they have remained under the coverage of this agreement for that six (6) year time period. The performance and disciplinary appraisal will be conducted under the rules and regulations of the County Employee Relations Department applicable during the six (6) year period stated above.

ARTICLE XXIII
UNION LEAVE

Members of the bargaining unit may use up to a total of twenty-four (24) aggregate days for union business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the union to insure that the employees are actually utilizing the leave for union business.

ARTICLE XXIV
SEVERABILITY CLAUSE

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be 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 XXV
FULLY-BARGAINED CLAUSE

This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part, until the expiration of said agreement or the activation of reopener clauses within this agreement.

ARTICLE XXVI
EMERGENCY OVERTIME

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

ARTICLE XXVII
PERSONNEL HANDBOOKS

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

ARTICLE XXVIII
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 1977 with a differential in the amount of two percent (2%) of their base salary for either of these shifts. Any shift starting subsequent to 3 p.m. will be considered B or C shift. In 1978 and 1979, employees assigned to B and C shifts by the County, will receive a differential in the amount of four percent (4%) base salary for such shift assignments.

ARTICLE XXIX
EVALUATIONS

No County Freeholder controlled employee will receive evaluation compensation after March 31, 1977. The Employee Relations Office Employee Evaluation Programs will continue.

ARTICLE XXX
EMPLOYEE INCREMENTS

County controlled employees will continue to have no incremental salary payments.

ARTICLE XXXI
PARKS PROVISION

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 XIII 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 XXXII
DURATION

This agreement shall be effective on April 1, 1977 and shall continue in full force and effect until March 31, 1979. If any other bargaining units comprised of County controlled employees receive increased benefits with regard to personal days, medical insurance and/or longevity during the life of this agreement, this bargaining unit will automatically receive such benefits. This provision shall not apply to bargaining units controlled by the courts or other agencies not directly controlled by the Board of County Freeholders.

ATTEST:

A. Paul King
A. Paul King, Deputy Clerk

OCEAN COUNTY BOARD OF CHOSEN
FREEHOLDERS:

Ernest A. Buhr
Ernest A. Buhr, Freeholder
Director

COMMUNICATION WORKERS OF AMERICA,
AFL-CIO:

Edward Schultz
Edward Schultz, International
Representative

Jean Passantini
Committee Member

Joseph Porco
Committee Member

Gerald Bisaccia
Committee Member

William Gray
Committee Member

James J. Roberts, Pres
Committee Member

APPENDIX A
SALARIES

A. Effective March 24, 1977, across-the-board increases of six hundred dollars (\$600) shall be granted to each employee on payroll as of June 30, 1977. All other pay increases shall be in accordance with the pro ration schedule in the salary article of this agreement. Effective the first payroll period of November 1977, all employees covered by this bargaining unit on County payroll, at that time, shall receive an across-the-board increase of two hundred and twenty-five dollars (\$225). Effective the first payroll period of April 1978, all employees on the County payroll, at that time, shall receive an across-the-board increase of five hundred dollars (\$500). Effective the first payroll period of November 1978, all employees on the County payroll, at that time, shall receive an across-the-board increase of three hundred and twenty-five dollars (\$325).

B.	1977 <u>April</u>	1977 <u>November</u>	1978 <u>April</u>	1978 <u>November</u>
	6,800-9,600	7,025-9,825	7,525-9,825	7,850-10,150
	Bridge Operator Senior Buildings Maintenance Worker Cook Laborer Senior Building Service Worker			
	7,640-10,800	7,825-11,025	8,325-11,025	8,650-11,350
	Maintenance Repairer Carpenter Maintenance Repairer Electrician Maintenance Repairer L.P.L. Maintenance Repairer Painter Maintenance Repairer Plumber Maintenance Repairer Roofer Senior Maintenance Repairer Senior Traffic Maintenance Mason Painter Bridge Repairer Senior Groundskeeper			
	6,430-9,100	6,655-9,325	7,155-9,325	7,480-9,650
	Building Service Worker Building Maintenance Worker			
	8,615-12,600	8,840-12,225	9,340-12,225	9,665-12,550
	Equipment Operator - Roads and Parks Senior Mason Senior Maintenance Repairer Carpenter Senior Maintenance Repairer Electrician Senior Maintenance Repairer Painter Truck Driver Sign Designer Processor and Letterer Signal Systems Maintenance Worker			
	9,170-13,200	9,395-13,425	9,895-13,425	10,200-13,750
	Equipment Operator Sweeper Senior Sign Designer Processor and Letterer			
	8,100-11,400	8,325-11,625	8,825-11,625	9,150-11,950
	Mechanic's Helper Senior Bridge Repairer Senior Maintenance Repairer L.P.L. Garage Attendant			

7,210-10,200 7,435-10,425 7,935-10,425 8,260-10,750

Groundskeeper
Maintenance Repairer
Road Repairer
Senior Cook
Senior Bridge Operator
Traffic Maintenance Worker
Stock Clerk

9,760-14,000 9,985-14,225 10,485-14,225 10,810-14,550

Heavy Equipment Operator
Mechanic
Traffic Signal Repairer

10,390-14,000 10,615-14,225 11,115-14,225 11,440-14,550

Storekeeper
Traffic Signal Electrician



76 re-opener

APPENDIX TO THE AGREEMENT BETWEEN THE
COMMUNICATION WORKERS OF AMERICA, A.F. of L. - C.I.O.
REPRESENTING THE OCEAN COUNTY BLUE COLLAR EMPLOYEES
BARGAINING UNIT AND THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS


- I. The parties agree that all personnel in this bargaining unit shall receive a six percent (6%) across-the-board pay increase over and above salaries paid in the previous contract period. The six percent (6%) disbursement shall be distributed in an equal amount based upon the exact membership of the bargaining unit during the payroll period when the calculation was determined. The amount of the calculation is one million eight hundred and sixty-four thousand seven hundred and twenty-four dollars (\$1,864,724.00). The appropriate payroll date, for said calculation is 10-22-75.
- II. The parties agree that the personnel covered by this bargaining unit will receive benefits under the County unused sick leave reimbursement at retirement program, and that the parties will comply with all the rules and regulations of this program.
- III. The parties agree that all personnel covered by this bargaining unit who are required to wear a uniform shall receive payment of one hundred and fifty dollars (\$150) per year for the care and maintenance of said uniforms. Said payment shall be in the form of seventy-five dollars (\$75) by submission of a proper voucher by the uniformed personnel on or before June 1, and seventy-five dollars (\$75) on or before December 1 of any given year of this agreement.

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 policy. All personnel covered by this unit shall maintain and wear the proper uniform as it is issued and required by the respective Department Heads.
- IV. All personnel in this bargaining unit shall be eligible for the County's merit pay program. All employees will receive two (2) Evaluations per year and in accordance with the County's Personnel Evaluation Policy, if an employee receives an Outstanding evaluation, the employee shall be eligible for a payment of one hundred and twenty dollars (\$120) for that evaluation period. If an employee receives an Excellent evaluation the employee shall be eligible for a payment of eighty dollars (\$80) for that evaluation period. If an employee receives a Satisfactory evaluation, the employee shall be eligible for a payment of forty dollars (\$40) for the evaluation period.

Said payments will be made according to the County's Personnel Evaluation system, in June and December of each year of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 6th day of December, 1976.

ATTEST:



Emily L. Carter

Emily L. Carter, Clerk

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS:

Ernest A. Buhr

Ernest Buhr, Freeholder Director

COMMUNICATION WORKERS OF AMERICA

Edward Schultz

Edward Schultz, International Representative

James J. Flaherty

James J. Flaherty, President

William F. Frey

William F. Frey, Committee Member

Gerard G. Piserchia, Sr.

Gerard G. Piserchia, Committee Member

Harry James Townsend

James Townsend, Committee Member