

## **AGREEMENT**

This collective bargaining Agreement, executed this 12<sup>th</sup> day of August, 2008 between the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, a public employer with its main office at 101 Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the "Board" and the Communications Workers of America, comprised of Ocean County Blue Collar employees, 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.

### **ARTICLE 1**

#### **PURPOSE**

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the Board and Union during the period April 1, 2008 through March 31, 2011 or until negotiation of a successor Agreement.

### **ARTICLE 2**

#### **RECOGNITION OF UNION**

The Board recognizes the Communications Workers of America, as the exclusive representative of all Blue Collar employees including full-time, permanent part-time and intermittents, as set forth in the certification of the elections held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by those statutes. Pursuant to State law, the Board has granted an Agency Shop. Covered titles are listed in Appendix A.

### **ARTICLE 3**

#### **UNION RIGHTS**

##### **1. Access to Premises**

Union representatives shall be admitted to County premises on Union business. Requests for such visits shall be directed with reasonable advance notice to the Employee Relations Director and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided such requests are approved, the representative shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks or after completion of the work shift.

The above is not intended to restrict Union representatives from exercising their ordinary right as citizens as regards access to the public premises of the County.

The work environment should be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

## 2. 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 information to be posted on the bulletin boards will be forwarded to the office of the Employee Relations Director.

## 3. Union Leave

Members of the bargaining unit may use up to a total of sixty (60) aggregate days for union business each contract year, forty (40) paid and twenty (20) unpaid. Up to ten (10) unused "paid" Union Leave days may be carried into the succeeding contract year. Days carried from one contract year to the next are not cumulative. Union Leave will be granted to individuals authorized by the President or designee 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. Use of paid Union Leave must directly pertain to Blue Collar employees represented by this contract, union training or union conferences. Joint County/Union discussions, authorized by the Director of Employee Relations, about matters of mutual concern shall not be applied against this benefit.

## 4. Dues Checkoff

1. The Employer agrees to make deductions of monthly Union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card by the Department of Finance in accordance with the Employer's normal payroll procedures.

2. The amount of dues to be deducted will be certified to the Employer by the Secretary-Treasurer of the Union. The amount of dues shall be changed as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

3. In accordance with P.O. 1979, Ch. 477 as it relates to the Agency Shop provisions, a representation fee of eighty-five percent (85%) shall be deducted from all non-union members. The Union agrees to implement a demand and return system set forth in the statute, and in addition, the Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, which may arise from the implementation of this Article.

4. The Employer agrees to remit such deductions to the Union prior to the 10th of the month following the month for which such deduction is made together with a list of employees from whose pay such deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. Remittance shall be sent to the Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C. 20001-2797.

5. Management agrees to forward to the Union, upon request, a report containing the following information: employee's name, home address, job title, department, salary and other compensation.

6. Labor/Management Meetings - The County and the Union agree to meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings but rather are intended as a means of continuing good and sound employee relations through communications. Either party may request a meeting, to be mutually scheduled. Either party shall give the other the topics to be discussed, in order to have a productive meeting. Topics may include matters of productivity, work rules, efficiencies, as an example, but not an exclusive list.

#### **ARTICLE 4**

#### **LEGAL AID**

The Employer shall provide legal aid to all personnel covered by this Agreement as provided for in an Ocean County Resolution adopted by the Board of Chosen Freeholders on July 7, 1982; Indemnification of Employees.

#### **ARTICLE 5**

#### **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 Board as its management prerogatives and rights.

#### **ARTICLE 6**

#### **NON-DISCRIMINATION**

No employee will be discriminated against because of race, creed, color, religion, sex, sexual orientation, disability, union affiliation or age. 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 7**  
**GRIEVANCE PROCEDURE**

1. Definitions

A. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances 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 a 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 Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent any employee before the Merit System Board. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

When an individual grievant initiates a contractual grievance, such grievance shall only be processed through Union representation.

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 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 or on site shop steward.

2. 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. Witnesses can be presented, (as determined by the hearing officer) provided requests for such are filed two (2) days prior to the hearing/meeting.

F. Any designated Union Representative/Steward, whether he/she is on the County payroll or not, has the right to represent the grievant in any step of the grievance procedures.

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 formally filed and processed by the Union through a Shop Steward, Union Officer or Union Representative.

J. The Union and Director of Employee Relations may waive Step 1 by mutual agreement.

K. 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.

### 3. Processing

A. Informal Step - Grievances shall be presented by the Steward or Union Representative to the immediate supervisor prior to submission to Step 1. The purpose for this step is to resolve problems through informal discussion at the lowest level possible.

B. Step 1 - The Department Head or designee shall mutually schedule a hearing/meeting within seven (7) days of the filing of the grievance with the grievant and the Steward or Union Representative in order that both parties discuss all the facts surrounding the grievance.

The grievant must file the written grievance within fifteen (15) working days of the occurrence of the grievance.

The Department Head shall render a decision in writing within seven (7) days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Department and the local Union Representative.

C. Step 2 - If the Union is dissatisfied with the answer submitted by the employee's Department Head at Step 1, then the Union Representative may appeal the Department Head's written answer within seven (7) days after receipt of the answer at Step 1. Documentation should be forwarded with the grievance at the time of appeal to the Employee Relations Director.

The Employee 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 seven (7) days of the submission of the grievance to Step 2.

D. Step 3 - If the Union 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 seven (7) days after receipt of the written answer at Step 2.

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) days of the submission of the grievance to Step 3.

E. Step 4 - If the Union is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of alleged contract violation, then the grievance may be submitted to arbitration.

1. Within twenty (20) days of the decision of the County Administrator, the Union may request arbitration of the grievance by filing notice with the Director of Employee Relations. The Union may request an extension of the twenty day appeal limit and such requests shall not be unreasonably denied.

2. Within forty-five (45) days of such notice, the Union shall request a list of arbitrators from the N.J. Public Employment Relations Commission.

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

4. 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.

5. 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.

6. 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.

7. The cost of the services of the arbitrator shall be shared equally by the parties.

#### 4. General Provisions

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

2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Board's agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union will distribute the forms as required.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. 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/Steward 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.
7. The parties agree that grievance meetings/hearings for employees working the "B" or "C" shifts, will be scheduled no sooner than five (5) hours following the conclusion of the employee's scheduled shift. This provision may be waived by mutual consent.

## **ARTICLE 8**

### **DISCIPLINE**

- A. It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, the progressive steps of discipline set forth in the Personnel Handbook; i.e., personal interview, written reprimand, suspension without pay and dismissal, will ordinarily be followed. In certain severe instances, it may be necessary to bypass one or more of the preliminary steps or combine one or more steps in order to impose suspension or dismissal of an employee as provided by the New Jersey Department of Personnel regulations.
- B. No employee shall be disciplined without just cause. The Union will be informed within 48 hours by mail or "FAX", whichever is more feasible, when major discipline of any nature is to be imposed. Any allegation regarding minor discipline shall be subject to the grievance procedure with the following provisions:
  - a. Arbitrators' 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.
- C. If an employee is summoned to a meeting which he/she reasonably fears will lead to disciplinary action, he/she shall have the right to have a Steward or Union Representative at the meeting.
- D. In matters of minor disciplinary resulting in suspension, the Employer will fax

to the Union a copy of the signed paperwork.

## **ARTICLE 9**

### **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 the New Jersey Department of Personnel job description.
- B. An employee's permanent applicable job classification shall not include a combination of the New Jersey Department of Personnel job descriptions.
- C. If an employee is assigned to perform work in a job classification higher than his/her regular title for one (1) or more complete work days, he/she shall be compensated at the rate of \$2.00 per hour (\$16.00 per day) higher than his/her regular base wage for all complete work days, regardless of which title is being temporarily filled.
- D. If an employee is required to work in a job classification lower than his/her regular job classification, he/she shall receive his/her regular rate of pay.

## **ARTICLE 10**

### **SENIORITY**

#### **Job Postings/Vacancies -**

A. 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.

B. The Employer will try to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements listed by the New Jersey Department of Personnel and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.

C. 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 in the next lower rated job title, 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.

D. 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. Lateral transfers at the same job location shall be limited to once per contract year. Lateral transfers to a different job location are permitted in accordance with the current practice. Requests for lateral transfers may be made to the Department Head in writing and shall state the reason the request is being made.

E. Transfers - 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. Employees will not be involuntarily transferred from department to department.

F. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days. Postings will include the hours of work (shift) and location of the opening. New Jersey Department of Personnel job specifications, are available for review through the employee's Department Head. Every employee who responds to a posting for a promotion shall receive a written notice of acceptance or rejection for the promotion and, in the case of rejection, an explanation of that decision.

G. Job Posting Promotion - 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 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. In the event an opening is not filled within ninety (90) days, it shall be re-posted.

## **ARTICLE 11**

## **HOURS OF WORK AND OVERTIME**

The following guidelines shall apply unless there are specific provisions to the contrary. The Employee Relations Department shall notify the Union in writing of any permanent or temporary change in existing shifts.

### 1. Hours of Work:

Regular hours of work for all Blue Collar workers, unless otherwise modified in this Agreement, shall be:

7:00 A.M. to 3:30 P. M. – “A” shift

3:30 P.M. to 12:00 A.M. – “B” shift

11:30 P.M. to 8:00 A.M. – “C” shift

The hours of work for CWA employees working in the specified departments of County government are permanently fixed from 7:00 A.M. to 3:30 P.M. The working hours of all other CWA employees will remain unchanged except as modified in accordance with this Agreement. Changes in the above established shifts, will require a minimum of seven (7) days advance notice except in the case of an emergency.

Between Memorial Day and Labor Day, variant scheduling may be approved in the Solid Waste Department and the Road Department by the Department Head/designee. A variant schedule must be a regular schedule that does not vary from week to week. Time worked in excess of eight (8) hours per day while on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

- A. Meal Break: All workers shall receive a 30 minute unpaid meal period, unless otherwise noted in this Agreement.
- B. Rest Break: All workers shall receive a 15 minute break during every four hour period worked, unless otherwise noted in this Agreement.
- C. Wash-up Time: All workers shall be granted a 15 minute wash-up time immediately preceding lunch and the end of the work day, unless otherwise noted in this Agreement.

### 2. Overtime

A. Regular or Scheduled Overtime: All employees shall be expected to complete their work in the time allotted during the normal working day. Employees are expected to be able to work a reasonable amount of overtime. Any employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of time and one-half (1-1/2X) 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. Time worked in excess of eight (8) hours per day while on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

- B. Holiday Overtime: If an employee is required to work on a County recognized

holiday, he/she shall receive time and one-half (1-1/2X) for all hours worked plus one (1) day straight time wages for the holiday. If an employee should work beyond a normal eight (8) hour shift, he/she shall be paid double time and one-half (2-1/2X) for those hours worked.

C. Emergency Overtime: 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, work days are treated the same for payroll purposes regardless of the time of day or night they occur.

### 3. Call-In Pay

A. Blue Collar employees who are called-in to work will not be paid less than four (4) hours wages for the four (4) hour period at the applicable rate at the time of call-in, provided that the response time to his/her designated work site is reasonable. For the purposes of this Agreement, the term "reasonable" is hereby defined as forty-five (45) minutes or less. For those who respond to call-in situations within a reasonable time, the call-in assignment will be deemed to have begun at the time of the telephone call. For those not responding in a reasonable time, the call-in formula will not apply, but those employees will be paid overtime for all hours actually worked.

B. Employees listed on vacation or sick leave need not be called unless said employee listed on vacation or sick leave notified his/her foreman he/she is available to return from vacation or fit to return from sick leave; the next senior employee will be called.

C. When overtime assignments are planned/scheduled in advance, the four (4) hour guarantee associated with call-in pay shall not apply.

D. Emergency Call-In: In general emergency call-in situations, such as snow storms and hurricanes, management will endeavor to assign two (2) employees to each emergency vehicle. The Union acknowledges that success in reaching this objective is largely dependent upon the employee response to the emergency call-in situation. Laborers who are assigned to drive emergency vehicles in a general emergency call-in situation will qualify for out-of-title pay as Equipment Operators immediately without regard of the provisions of Article 9.

In emergency call-in situations on a lesser scale, management will in the interests of safety, assign at least two Blue Collar employees to complete the necessary tasks.

It is understood and agreed that management will use all reasonable efforts to assign two (2) employees to each emergency vehicle in the above described emergency call-in situations, however, under no circumstances will management be required or bound to assign two (2) employees to each emergency vehicle.

E. It is understood and agreed that the unit members, as public employees, have a duty and obligation to respond in an affirmative manner during weather emergencies which may negatively impact on the safety and welfare of the general public, such as snow storms. Employees are expected to notify their supervisors of their availability.

F. The parties understand and agree that CWA members are not eligible for any meal allowance payments.

4. Seniority Lists

A. 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 and departure time will be kept on file. Seniority lists shall be kept current at each job location.

B. Each Department Head and a Union Representative will work together to develop appropriate seniority lists for posting at each work location.

5. 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.

A. 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.

B. 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.

C. 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 obligated 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.

D. Overtime lists shall be kept current at each job location. Management will endeavor to equalize overtime opportunities and shall keep appropriate records of attempts to assign overtime.

**ARTICLE 12**

**SALARY**

A. Effective April 1, 2008, the minimum salaries for titles covered by this Agreement shall be as set forth in Appendix A, which is attached hereto and made part hereof.

B. Effective April 1, 2008 all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00), applied to their March 31, 2008 base salary or the new minimum, whichever is the greater, based on a forty (40) hour work week.

C. Effective April 1, 2009 all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00), applied to their March 31, 2009 base salary or

the new minimum, whichever is greater, based on a forty (40) hour work week.

D. Effective April 1, 2010 all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00), applied to their March 31, 2010 base salary or the new minimum, whichever is greater, based on a forty (40) hour work week.

### **ARTICLE 13**

#### **NIGHT DIFFERENTIAL**

Employees covered by this Agreement shall be eligible for an eight percent (8%) Night Differential if they are "permanently" scheduled to work on a "B" or "C" shift. Night Differential shall not be eliminated when sick leave, vacation leave, personal leave or any other type of leave (except Worker's Compensation Leave) is used. Night Differential shall also not be eliminated when employees who are permanently assigned to a "B" or "C" shift may occasionally be asked to work hours not considered as such. Any shift starting subsequent to 3:30 P.M. will be considered a "B" or "C" shift.

For employees whose shifts vary seasonally, Night Differential shall be paid throughout the "season" to those employees who are assigned to a "B" or "C" shift. For example, the Paint Crew shall receive Night Differential during the cooler weather months when they work at night, but not during the warmer months when they work during the day.

### **ARTICLE 14**

#### **PROMOTIONAL COMPENSATION**

Any employee within the bargaining unit who receives a promotion shall receive a minimum salary increase of Two Thousand Dollars (\$2,000.00) or the minimum for the title, effective on the date of promotion, whichever is greater. Effective April 1, 2009, this benefit increases to Two Thousand Two Hundred Dollars (\$2,200.00) and effective April 1, 2010 to Two Thousand Three Hundred Dollars (\$2,300.00) or the minimum for the title, effective on the date of promotion, whichever is greater.

### **ARTICLE 15**

#### **UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE**

Total compensation to defray the cost of uniform purchase and maintenance shall be \$750.00 per contract year for the duration of this contract, payable as follows:

All full-time personnel who are required to wear a uniform by the County Administrator or his/her designee shall receive payment of Four Hundred and Fifty Dollars (\$450.00) per contract year for the care and maintenance of these uniforms. This maintenance stipend shall be payable in two payments of Two Hundred and Twenty-Five Dollars (\$225.00) each, on or before June 1st and one on or before December 1st of each

contract year. Eligibility for this benefit shall begin on the first of next month following the completion of an employee's original working test period. Eligible employees who work less

than a full contract year shall receive this benefit on a pro-rated basis.

1. On the first of the next month following the completion of an employee's 90th day, that employee shall be eligible for an initial uniform issue consisting of three (3) long sleeve shirts, two (2) short sleeve shirts, three (3) T-shirts, three (3) pairs of pants and rain gear.

The initial uniform issue as referenced above shall be provided to eligible members of the bargaining unit, upon the completion of their 90th day of employment.

2. As a condition of employment and at their own expense, employees are expected to wear and maintain OSHA approved safety shoes if their job classification falls within a category covered by the requirements of OSHA.
3. All full-time personnel covered by this contract who are required to wear a uniform, other than those referred to in paragraph 1, shall receive an annual payment of Three Hundred Dollars (\$300.00) for uniform allowance on or about April 1st of each contract year, to defray the cost of purchasing uniforms.
4. If a new employee completes his/her first 90 days of employment, on or before December 31st, he/she shall be eligible for the uniform purchase allowance described in paragraph 3 on the subsequent April 1st.
5. The individual employee shall be responsible for purchasing and wearing the appropriate style and color of uniform, including OSHA-approved work shoes, if applicable, as designated by each Department Head. Failure to conform to the uniform code may result in disciplinary action.

EXCLUSIONS: This Article does not apply to employees in the Department of Security.

## **ARTICLE 16**

### **LONGEVITY PAY**

Longevity Pay for all classified permanent Blue Collar employees covered by this Agreement will be based upon the schedule set forth below:

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

## **ARTICLE 17**

## **SPECIAL ASSIGNMENT PAY**

A. Juvenile Services Department - 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 \$1,000.00 per annum in addition to their base salary on a pro-rated monthly basis. This provision shall be pro-rated on the basis of the time of actual employment in said facility. Members of this bargaining unit who are employed by the Juvenile Services Department are not eligible for this benefit.

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 \$1,000.00 per annum in addition to their base salary on a pro-rated monthly basis. This provision shall be pro-rated on the basis of actual time spent assigned to the JET VAC.

C. Diving - A special assignment stipend of \$1,000.00 per annum shall be paid to each member of the bargaining unit designated by his/her Department Head to perform underwater inspections or other diving services. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee is available, willing and able to perform these services.

D. Jail - A special assignment pay shall be provided to employees assigned to the Ocean County Jail. Employees assigned to this facility shall receive the amount of \$1,250.00 per annum on a pro-rated basis.

E. Paving Crew - A special assignment stipend shall be provided to members of the Paving Crew who operate the paver (3), operate the rollers (1 or 2) and perform as rakemen (3 or 4). These employees shall receive \$1,000.00 per annum pro-rated on the basis of actual time spent assigned to the Paving Crew.

F. Pipe Laying Crew - A special assignment stipend shall be provided to not more than 5 members of the bargaining unit who work on the Pipe Laying Crew. These employees shall receive \$1,000.00 per annum pro-rated on the basis of actual time spent assigned to the Pipe Laying Crew.

G. Heavy Wrecker – (80,000 GVWR) – Special Assignment Pay shall be provided to members of this bargaining unit when assigned to work on the Heavy Wreckers. Said members shall receive an amount of \$1,000.00 per annum in addition to their base salary pro-rated on the basis of actual time spent in the operation of this equipment.

## **ARTICLE 18**

### **HOLIDAYS**

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

New Year's Day  
Martin Luther King Day

Labor Day  
Columbus Day

Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Veteran's Day  
Election Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

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

The Board will comply in granting an emergency closing only when both the Governor of the State of New Jersey and the Board of Chosen Freeholders take official action to declare an emergency closing.

## **ARTICLE 19**

### **VACATION TIME**

1. For an employee with no more than twelve (12) months (one year) of service...one (1) day, in hours, for each calendar month employed.
2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days, in hours, per year.
3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.
4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day or more...twenty-five (25) working days, in hours, per year.

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 started the fifth, twelfth, twentieth or twenty-fifth 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 Board, 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 which has been 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.

A past practice which had permitted the use of vacation leave which is credited but unearned is hereby modified as follows:

Employees shall begin earning vacation leave, but may not utilize it until the completion of their 90th day of employment, retroactive to their date of hire.

Vacation leave can be used as credited even though it has not technically been earned, provided that the employee has worked for the Board in good standing and without any pattern of leave abuse for a period of one (1) full calendar year after the calendar year in which employment began, subject to proper notification.

For example, a Blue Collar worker who began County employment on October 1, 2008 would be eligible to utilize vacation days on an accelerated basis beginning on January 1, 2010. Prior to that time, vacation days could not be utilized until earned.

Vacation Seniority - 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 vacation cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. Employees may be permitted, at the sole discretion of the Department Head, to take vacation days during a peak period of work for his/her department. Peak periods will be designated by the administration for each year.

## **ARTICLE 20**

### **PERSONAL LEAVE**

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business. Personal Leave days may not be utilized until earned. For the purposes of this Agreement Personal Leave days shall be considered as 'earned' on January 1, May 1 and September 1 of each calendar year.

Use of Personal days shall require forty-eight (48) hours notice, except in the case of any emergency. The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken and Personal Leave shall not be accumulative. Employee's request for Personal Leave shall not be unreasonably denied.

In situations where there is a bereavement involving a family member not covered by the contract, members may utilize the balance of the yearly allotment whether earned or not.

Personal days shall not be carried over from one calendar year to the next and must be used in increments of one full day.

For new employees in their first calendar year of service, Personal Leave shall be

earned as follows:

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

Employees hired on or after October 1 through October 31st of their first calendar year in service may use the one Personal day to be awarded to them after two months of service, but must use the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he/she has worked three months for the County.

## **ARTICLE 21**

### **SICK LEAVE**

A. 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 Board 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 Worker's Compensation shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.

B. Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for sick days at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for each earned and unused sick day to a maximum of \$15,000.

Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

C. A past practice which has permitted the use of Sick Leave which is credited but unearned is hereby modified as follows:

Employees shall begin earning Sick Leave, but may not utilize it until the completion of their 90th day of employment, retroactive to their date of hire.

Sick Leave may be used as credited even though it has not technically been earned,

provided that the employee has worked for the Board in good standing and without any pattern of leave abuse for a period of one (1) full calendar year after the calendar year in which employment began, subject to proper notification.

For example, a Blue Collar worker who began County employment on October 1, 2008 would be eligible to utilize sick days on an accelerated basis beginning on January 1, 2010. Prior to that time, sick days could not be utilized until earned.

## **ARTICLE 22**

### **SICK LEAVE BUY-BACK PROGRAM**

Employees in the bargaining unit are eligible to participate in a Sick Leave Buy-Back Program.

Purpose: The purpose of the Sick Leave Buy-Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive.

Eligibility: In order to participate in this Program, an employee must satisfy all of the following conditions:

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.
5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31, of the year preceding the year during which payments will be made.

#### How the Program Works:

1. During January of each year, an eligible employee must request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.

2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th of each year.

3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with NJ Department of Personnel's rules and regulations.

## **ARTICLE 23**

## **PERSONNEL RECORDS INFORMATION**

The contents of individual employee personnel records are strictly confidential and will be disclosed by the Director of Employee Relations only when that information is requested as a matter of inquiry by a law enforcement agency or a representative of the Armed Forces. An employee may review the contents of his/her personnel file after first making an appointment with the Department of Employee Relations. Employees or personnel authorized by employees requesting a copy of their personnel file will be charged the current established fee for photocopies.

The Board will protect an employee's right to privacy by responding only to a proper request by an appropriately recognized lending institution for credit information. The Department of Employee Relations handles such requests as follows:

1. Only employment will be verified by telephone.
2. Request for additional information must be in writing and sent to the Department of Employee Relations.
3. All requests must be accompanied by a release signed by the employee.

Documents of anonymous, unsubstantiated origin will not be placed in the employee's personnel file. The employee will be provided with a copy of anonymous, unsubstantiated documents only when, and if, such documents become substantiated. The employee shall be provided with a copy of written material when such material is to be relied upon in any personnel action resulting in disciplinary proceedings or in any evaluation report. The employee shall be given thirty (30) days to provide for a written response to such written material, from the date of the document or from the date the employee becomes aware of the document.

## **ARTICLE 24**

### **BEREAVEMENT LEAVE**

A. All employees will receive up to three (3) days leave in the event of the death of a spouse, common-law 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, uncle of the employee; and any other member of the immediate household. Bereavement Leave Days shall be consecutive and shall include the day of interment. All employees shall be entitled to one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.

B. Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement Leave is specifically provided to allow funeral services and must include one of the following days:

Date of death;  
Any day of viewing;  
Date of interment; or  
Day of religious or memorial service.

C. In no event shall any part of Bereavement Leave occur more than fifteen (15) days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action. In special circumstances which may exceed fifteen (15) days from the date of death, request for Bereavement Leave shall not be unreasonably denied.

## **ARTICLE 25**

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

All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.

A. The County of Ocean currently provides medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P. L. 1974, as amended by Chapter 436 P. L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits.

B. The County shall not change the health insurance coverages referred to in paragraph A except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.

C. All employees current and future who retire on or after September 1, 2008 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County. This applies to all types of retirements, including disability.

Effective September 1, 2008, the following changes will affect all new hires:

Employees will be offered the NJ Direct 15 plan, or its replacement. New hires may elect a higher level of coverage at their expense.

Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.

The County will no longer reimburse retiree Medicare Part B premiums.

D. An eligible employee may change his/her coverage only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are

specifically ineligible for any deductible reimbursement.

E. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) months.

**ARTICLE 26**

**FAMILY DENTAL PLAN**

All full-time members covered by this bargaining unit shall be permitted to enroll after the first of the month following three (3) full months of employment in a Family Dental Plan.

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

If the patient utilizes a participating dentist the percentage of coverage indicated next to each class of dental care will prevail:

Preventive and diagnostic (x-rays, cleaning, check-up, etc.).....	100%
Treatment and therapy (Fillings).....	80%
Prosthodontics and periodontics, inlays, caps and crowns, oral surgery (ambulatory).....	50%
Orthodontics (Limited to \$800.00 per patient over a 5 year period).....	50%

**ARTICLE 27**

**VISION CARE**

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions as set forth in the guidelines for Ocean County vision service plan.

**ARTICLE 28**

**HEALTH AND SAFETY COMMITTEE**

A. The County shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment.

B. Management and the Union agree to a joint Health and Safety Committee which shall be comprised of an equal number of Union and management representatives to be designated by the respective parties.

The Committee's responsibility will include recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, assisting in the formulation of policy regarding the safe operating condition of County vehicles and other equipment and forwarding complaints relating to health and safety matters to the Department of Employee Relations' Risk Management Division.

C. All new employees will continue to be provided with a Right to Know booklet, PEOSHA standards and rules and regulations and any and all safety requirements that the County deems necessary. In the interest of maximum efficiency and job safety, a greater emphasis will be placed upon in-house training of new employees.

D. The Employer will continue to comply with all guidelines established by PEOSHA.

E. All employee complaints of unsafe and/or unhealthy conditions, including Employer owned vehicles found in an unsafe condition shall be made as soon as possible to the immediate supervisor and shall be investigated promptly.

F. If an employee incurs an on the job injury of an emergent nature, the County will expedite such medical treatment by calling for an ambulance, if required, or by providing transportation to a County approved Worker's Compensation panel physician or emergency room, as dictated. In all cases County Policy RM 03-01 (Reporting Injuries on the Job) will be strictly enforced. Public Employees Occupational Safety Program Log (300) and Summary of Occupational Injuries Report (300A) will be provided upon request.

## **ARTICLE 29**

### **EMPLOYEE HANDBOOKS**

All employees will receive a Personnel Handbook.

## **ARTICLE 30**

### **EMPLOYEE EVALUATION PROGRAM**

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

## **ARTICLE 31**

### **BRIDGE DIVISION PROVISION**

- A. Seniority lists shall be posted and maintained at each work location.
- B. All employees requesting the use of sick time shall provide advance notice of no less than two (2) hours before the start of their regular shift.

In the event if it is impossible for an employee to provide advance notice of no less than two (2) hours before the start of their regular assignment, the employee shall provide notice as soon as is possible. It is understood and agreed that all employees will use all possible means to provide advance notice of no less than two (2) hours.

C. Overtime:

- 1. Overtime opportunities shall first be offered to permanent Bridge Operators on the basis of seniority. If an employee is offered an overtime assignment and is unable to accept the assignment, the overtime will be offered to the next qualified department employee. No employee will be permitted to accept the overtime opportunity if the employee does not possess the skill and ability to perform the work.
- 2. At the discretion of management, overtime assignments may be scheduled in increments of either four (4) or eight (8) hours.
- 3. If all permanent and T/120 employees decline an overtime assignment, the least senior permanent employee must accept the assignment.

D. The regular hours of work for Bridge Operators working on the Beaver Dam and Mantoloking Bridges shall be as follows, unless otherwise modified:

7:00 A.M. to 3:00 P.M.

3:00 P.M. to 11:00 P.M.

11:00 P.M. to 7:00 A.M.

**ARTICLE 32**

**BUILDINGS AND GROUNDS PROVISION**

Hours of Work:

- A. Regular hours of work, unless otherwise modified, shall be 8:00 A.M. - 4:30 P.M.

- B. Grounds crew: The regular hours for the grounds crew, unless otherwise modified, shall be 7:00 A.M. to 3:30 P.M.. From Memorial Day through Labor Day, the hours may be adjusted from 6:00 A.M. to 2:30 P.M.

- C. The hours of work for CWA employees within the Department of Buildings and Grounds assigned to the so-called "B" shift shall begin at 4:00 P.M. to 12:00 midnight, with a one-half hour paid meal period and two (2) fifteen minute breaks which may be taken at 11:30 P.M.
- D. Employees who are assigned to work the Boilers will work the following hours:
  - 7:00 A.M. - 3:30 P.M. "A" shift
  - 3:00 P.M. - 11:30P.M. "B" shift
  - 11:00 P.M. - 7:30 A.M. "C" shift
- E. Overtime Call-ins for Snow Removal: A voluntary sign-up sheet for overtime call-ins for snow removal will be maintained in the Department of Buildings and Grounds. Employees who have not placed their name on this voluntary sign-up sheet will not be eligible for overtime call-ins for snow removal.

The first overtime assignment on a particular occasion shall be assigned to the most senior employee included on the voluntary sign-up sheet for snow removal. If the most senior employee on said sign-up sheet is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime call-ins for snow removal will proceed down the voluntary sign-up sheet based on seniority.

If any employee on the voluntary sign-up sheet is unwilling to accept three consecutive overtime call-ins for snow removal, that employee will be removed from the overtime seniority list for a period of one (1) year following the third refusal.

In the event that all employees on the voluntary sign-up sheet for snow removal who are offered a particular overtime assignment decline to accept the assignment, the least senior employee on said sign-up sheet who is offered the assignment shall be obligated to accept it.

Call-ins from the voluntary snow removal list shall have no impact upon the regular overtime rotation list. In the event that there are insufficient responses from the voluntary list, the regular list will be used in accordance with Article 11, Paragraph 5.

### **ARTICLE 33**

#### **ENGINEERING PROVISION**

- A. Employees in the Engineering Department who possess a professional license or certificate not required by title will receive annually, in addition, to his/her base salary an educational incentive as set forth below:

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All I.M.S.A. Level 3 courses – Traffic Signal, Signs and Markings      \$400.00

All I.M.S.A. Level 2 courses – Traffic Signal, Signs and Markings      \$300.00

All I.M.S.A. Level 1 courses – Traffic Signal, Signs and Markings	\$200.00
A pre-requisite entry level course – Work Zone Traffic Control	\$100.00
Traffic Signal Inspector	\$100.00

Note: Certifications must be updated, when required, in order to maintain the Stipend.

B. This incentive will be paid in equal increments through the employees' regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations. Effective upon the execution of this contract, this benefit will become cumulative. For instance, an individual who has obtained a level 1, 2 & 3 I.M.S.A. certification shall receive a total annual educational incentive of Nine Hundred Dollars (\$900.00). Maximum annual license/certification payments shall be One Thousand One Hundred Dollars (\$1,100.00). Certifications must be updated, when required, in order to maintain the stipend.

D. Successful attainment of the certification will be evidenced by submission to the County Engineer and the Department of Employee Relations of a copy of each I.M.S.A. certificate.

E. Those employees who qualify for this financial remuneration must notify the Ocean County Engineer and Department of Employee Relations within (60) days of the obtainment and awarding of each I.M.S.A. certificate. Failure to notify the Ocean County Engineer and Department of Employee Relations within sixty (60) days of receiving the certificate, will result in the employee not receiving the added benefit to his/her salary until sixty (60) days after the employee actually notifies the Ocean County Engineer and Department of Employee Relations of the receipt of the I.M.S.A. certificate.

F. The County will reimburse the employee for the cost of registration only, upon passing the required test for each certification.

**ARTICLE 34**

**PARKS AND RECREATION PROVISION**

A. It is recognized that flexible hours will be required of CWA personnel assigned to perform maintenance functions at golf courses. If any employee is temporarily assigned to Atlantis, Forge Pond or any future golf course, County transportation will be available, provided that the employees report to their customary job location in sufficient time to arrive at the golf course at the beginning of their shift.

B. Transportation of the mobile stage will be carried out in accordance with the Rules and Regulations previously agreed upon by the parties.

**ARTICLE 35**

**SECURITY DEPARTMENT PROVISION**

A. 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 year credit for each such year, for seniority purposes.

B. Seniority lists shall be posted and maintained at Ocean County Park, Central Complex, Cattus Island and Southern Resource Center. Overtime shall be rotated according to seniority.

C. Shift assignments for Security Officers shall generally be from 8:00 A.M. to 4:00 P.M. ("A" shift), 4:00 P.M. to 12:00 midnight ("B" Shift) or 12:00 midnight to 8:00 A.M. ("C" shift) or other eight hour shifts currently established.

D. Included within the standard eight hour shift shall be a twenty (20) minute meal period at the employee's assigned post, plus two (2) fifteen minute break periods, also to be taken at the employee's assigned post. There shall be no wash-up periods.

E. Ranger Training Course shall receive a one-time base salary adjustment of \$1,750. To the extent possible, management will endeavor to make such training available to all interested Security personnel on the basis of seniority.

F. When and where possible, two guards shall be assigned to work night shifts. Any problems regarding this section shall be referred to the Health and Safety Committee for resolution.

G. All Guards requesting the use of sick time shall provide advance notice of no less than two (2) hours before the start of their regular shift.

In the event if it is impossible for an employee to provide advance notice of no less than two (2) hours before the start of their regular assignment, the employee shall provide notice as soon as is possible. It is understood and agreed that all employees will use all possible means to provide advance notice of no less than two (2) hours.

H. Initial issue and replacement of uniforms shall be determined by the Director of Security.

I. Annual maintenance allowance for uniforms shall be \$600.00, payable in two equal installments of \$300.00 each on or before June 1 and on or before December 1 of each contract year. Individuals who work less than a full contract year shall receive this benefit on a pro-rated basis.

J. Each full-time Security Guard and Senior Security Guard 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:

Washington's Birthday  
Memorial Day  
Easter Sunday (in lieu of Good Friday)  
Labor Day  
Columbus Day

Thanksgiving Day  
Thanksgiving Friday

In addition, each full-time Security Guard and Senior Security Guard covered by this Agreement shall enjoy as holidays January 1st, July 4th and December 25th of each year. If the Board of Chosen Freeholders designates a different date for the County celebration of these three holidays, said designation shall not apply to members of this bargaining unit.

K. Security Department vehicles will be equipped with standard safety equipment which will include, but not be limited to, a throw bag, fire extinguisher and a first aid bag. Security Guards are responsible for notifying their department when supplies need to be renewed.

### **ARTICLE 36**

#### **TRANSPORTATION PROVISION**

A. While the majority of employees within the department currently work 8:00 A.M. to 4:00 P.M., it is understood and agreed that flexibility in the scheduling of transportation services is essential due to unpredictable changes in the needs of the client population. The Board will provide as much lead time as possible when circumstances require a change in shift assignment. Notification of such a change prior to the end of regular office hours on the previous day shall be deemed adequate notice.

B. It is recognized that down-time is unavoidable for certain drivers and other personnel. Included within the standard eight (8) hour shift shall be a thirty (30) minute meal period and two (2) fifteen minute break periods to be taken at the employee's discretion, during down-time in their scheduled assignment. There shall be no wash-up periods.

C. All employees requesting the use of sick time shall provide advance notice of no less than two (2) hours before the start of their regular assignment. Employees who are on sick leave on the day before a scheduled overtime assignment must verify their availability for that assignment or another employee will be assigned.

In the event it is impossible for an employee to provide advance notice of no less than two (2) hours before the start of his/her regular assignment, the employee shall provide notice as soon as possible. It is understood and agreed that all employees will use all possible means to provide advance notice of no less than two (2) hours.

D. Uniforms - Initial issue and replacement shall be determined by the Director of Transportation. Failure to wear or maintain uniforms shall be grounds for disciplinary action.

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E. All drivers who are permanently assigned to work a shift which begins 5:00 A.M. or earlier or 3:30 P.M. or later shall be eligible for an eight (8%) percent night differential payment.

F. In recognition of the additional skills required to safely and efficiently operate a Passenger Bus consisting of at least 27 or more passenger seats, it is hereby agreed that a special assignment stipend of \$1,000.00 per annum shall be paid to each Omnibus Operator who is permanently assigned by the Director of Transportation or his/her designee to operate a Passenger Bus consisting of at least 27 passenger seats or more. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee(s) is assigned to perform these services.

## **ARTICLE 37**

### **VEHICLE SERVICES PROVISION**

An incentive is hereby established for obtaining ASE (Automotive Service Excellence) certifications up to a maximum of 15 certifications. Certification eligibility, shall be determined by the Director of Vehicle Services, who shall approve of the course(s) and certify that there is sufficient funding prior to the commencement of the course(s).

All employees who have completed the courses and attained a certification, a stipend of \$175.00 will be paid, up to a maximum of fifteen (15) certifications. Completion of all fifteen (15) certifications will result in a total stipend of \$2,625.

The County will reimburse the employee for the cost of the certification, upon passing the required test of each certification.

Payment of the stipend will be paid in equal increments through the employees' regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations. Certification must be updated when required in order to maintain the stipend.

## **ARTICLE 38**

### **SOLID WASTE MANAGEMENT PROVISION**

In recognition of the additional skills required to safely and efficiently operate an 80,000 pound gross vehicle weight Walking Floor Trailers to transport recyclables on a daily basis between the Northern and Southern Recycling Centers, a special assignment stipend of \$1,000 per annum shall be paid to each member of the bargaining unit holding the title of Senior Recycling Operator who is permanently assigned by the Director of Solid Waste Management or his/her designee to operate a Walking Floor Trailer to haul recyclables. This stipend shall be payable in equal installments with each paycheck throughout the contract year, so long as the employee(s) is assigned to perform these services.

The Department of Solid Waste Management shall submit a list to the Department of Employee Relations of all Senior Recycling Operators assigned to operate a Walking Floor Trailer. This list shall be updated as necessary.

## **ARTICLE 39**

## **NO STRIKE CLAUSE**

During the period 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 activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of the employment relationship will 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 40**

### **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 this Agreement.

## **ARTICLE 41**

### **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 42**

### **DURATION**

The terms and conditions set forth in this Agreement shall become effective on April 1, 2008, except for those Articles which contain specific dates to the contrary and shall continue in full force and effect until March 31, 2011, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this            day of            , 2008.

FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

COMMUNICATION WORKERS OF  
AMERICA, AFL-CIO

\_\_\_\_\_  
JOSEPH H. VICARI, Director

\_\_\_\_\_  
Paul M Alexander, Assistant to the President  
C.W.A. Local #1034

ATTEST:

\_\_\_\_\_  
Betty Vasil  
Clerk of the Board

\_\_\_\_\_  
Don Rice, National Staff Representative,  
Communications Worker of America

\_\_\_\_\_  
Colleen B. Reilly, Sr. Staff Representative  
C.W.A. Local #1034

C.W.A. NEGOTIATIONS COMMITTEE

\_\_\_\_\_  
Don Casement

\_\_\_\_\_  
Kevin Corris

\_\_\_\_\_  
Christopher Dilcher

\_\_\_\_\_  
Robert Dunn

\_\_\_\_\_  
Kenneth Genco

\_\_\_\_\_  
William Hogue, III

\_\_\_\_\_  
Paul Lucier

\_\_\_\_\_  
Kyle McClellan

\_\_\_\_\_  
Glen A. Minor, Sr.

\_\_\_\_\_  
John L. Schaafsma

\_\_\_\_\_  
Donald Sylvester

\_\_\_\_\_  
Michael Simsen

GROUP 1

	<u>04/01/08</u> <u>Minimum</u>	<u>04/01/09</u> <u>Minimum</u>	<u>04/01/10</u> <u>Minimum</u>
Bldg. Maintenance Worker	\$27,100	\$28,100	\$29,100
Bldg. Main. Worker/Groundskeeper			
Bldg. Service Worker			
Bridge Operator			
Bridge Repairer			
Food Service Worker			
Groundskeeper			
Laborer			
Maintenance Repairer			
Mechanic's Helper			
Park Main. Worker			
Signal Systems Repair			
Stock Handler			
Traffic Maintenance Worker			
Tree Trimmer			

GROUP 2

	<u>04/01/08</u> <u>Minimum</u>	<u>04/01/09</u> <u>Minimum</u>	<u>04/01/10</u> <u>Minimum</u>
Cook	\$28,100	\$29,100	\$30,100
Garage Attendant			
Sign Maker I			
Sr. Bridge Operator			
Sr. Building Maintenance Worker			
Sr. Building Service Worker			
Sr. Food Service Worker			
Sr. Groundskeeper			
Sr. Maintenance Repairer			
Sr. Park Maintenance Worker			
Sr. Road Repairer			
Sr. Traffic Maintenance Worker			
Stock Clerk			
Tree Climber			

APPENDIX A (Continued)

GROUP 3

	<b>04/01/08</b>	<b>04/01/09</b>	<b>04/01/10</b>
	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
Asst. Storekeeper	\$29,500	\$30,500	\$31,500
Equipment Operator Bridges			
Equipment Operator Parks			
Equipment Operator Roads			
Equipment Operator, Trees			
Greenskeeper			
Recycling Operator			
Sr. Garage Attendant			
Sr. Maintenance Repairer Carpenter			
Sr. Maintenance Repairer Electrician			
Sr. Maintenance Repairer Painter			
Sr. Maintenance Repairer Plumber			
Sr. Maintenance Repairer Roofer			
Sr. Stock Clerk			
Sr. Tree Climber			
Sr. Tree Trimmer			
Sign Maker 2			
Signal Systems Maintenance Worker			
Truck Driver, Heavy			

**GROUP 4**

	<b>04/01/08</b>	<b>04/01/09</b>	<b>04/01/10</b>
	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
Equip. Operator Bridges/Welder	\$30,500	\$31,500	\$32,500
Hvy. Equip. Oper. Bridges			
Hvy. Equip. Oper. (Highway Markings)			
Hvy. Equip. Oper. Parks			
Hvy. Equip. Oper. Roads			
Mechanical Repairer, Light Equipment			
Motor Broom Driver			
Omnibus Operator			
Security Guard			
Senior Bridge Repairer			
Senior Cook			
Senior Greenskeeper			
Sr. Recycling Operator			
Traffic Signal Technician I			
Tree Surgeon			

GROUP 5

<b>04/01/08</b>	<b>04/01/09</b>	<b>04/01/10</b>
<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
\$31,900	\$32,900	\$33,900

Electrician  
Locksmith  
Maintenance Repairer (Refrigeration  
and Air Conditioning)  
Mason  
Mechanic  
Painter  
Plumber  
Storekeeper  
Storekeeper Automotive  
Senior Security Guard  
Traffic Signal Electrician  
Traffic Signal Technician 2  
Welder

GROUP 6

<b>04/01/08</b>	<b>04/01/09</b>	<b>04/01/10</b>
<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
\$32,900	\$33,900	\$34,900

Heavy E/O Bridges/Welder  
Mechanic Diesel  
Sr. Carpenter  
Sr. Electrician  
Sr. Groundskeeper/Sr. Carpenter  
Sr. Mason  
Sr. Mechanic  
Sr. Painter  
Sr. Plumber  
Sr. Storekeeper

GROUP 7

<b>04/01/08</b>	<b>04/01/09</b>	<b>04/01/10</b>
-----------------	-----------------	-----------------

	<u>Minimum</u> \$34,300	<u>Minimum</u> \$35,300	<u>Minimum</u> \$36,300
Body & Fender Mechanic			
Body & Fender Mechanic/Mechanic			
Heating & Air Conditioning Mechanic			
Low Pressure License (LPL)			
Maintenance Repairer LPL			
Mechanic Welder			
Principal Storekeeper			
Sr. Mechanic Diesel			

**GROUP 8**

	<b>04/01/08</b> <u>Minimum</u> \$35,300	<b>04/01/09</b> <u>Minimum</u> \$36,300	<b>04/01/10</b> <u>Minimum</u> \$37,300
Locksmith/Senior Maintenance Repairer LPL			
Sr. Body & Fender Mechanic			
Sr. Maintenance Repairer LPL			
Sr. Welder			



**AGREEMENT**

**BETWEEN**

**OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**REPRESENTING**

**BLUE COLLAR EMPLOYEES**

**APRIL 1, 2008 - MARCH 31, 2011**

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