

A G R E E M E N T

between

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

and

CIVIL SERVICE ASSOCIATION, OCEAN COUNCIL #12

REPRESENTING OCEAN COUNTY WHITE COLLAR EMPLOYEES

April 1, 1984 to March 31, 1986

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Institute of Management and  
Labor Relations  
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CIRCULATE



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## AGREEMENT

This Agreement, made this 28 day of March 1984, between the County of Ocean, a public employer with its main offices located at 101 Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the "County", and the New Jersey Civil Service Association, Ocean County Council Number Twelve, comprised of Ocean County White Collar Employees, hereinafter referred to as the "Union."

NOW, THEREFORE, the County and Union mutually agree as follows:

### ARTICLE I

#### PURPOSE

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the County and Union.

### ARTICLE II

#### RECOGNITION OF UNION

The County recognizes the New Jersey Civil Service Association, Ocean County Council Number Twelve, as the exclusive representative of all White Collar Employees as set forth in the certification of the elections held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the County for the purposes provided for under Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States. Included but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Board has not expressly modified or restricted

ARTICLE XXXIII

DURATION

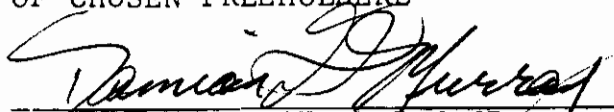
The terms and conditions set forth in this Agreement shall become effective on April 1, 1984 and shall continue in full force and effect until March 31, 1986 or until execution of a successor agreement.

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

ATTEST:

  
KATHLEEN BLANCHARD, ACTING  
CLERK OF THE BOARD


FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

  
DAMIAN G. MURRAY, DIRECTOR

ATTEST:

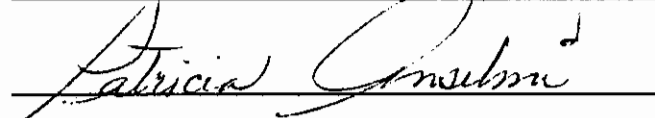
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FOR THE CIVIL SERVICE ASSOCIATION  
COUNCIL #12

  
Mary F. MacDonald, President

  
Dolores Hill, V.P.





\_\_\_\_\_

taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives or supervisory personnel.

#### ARTICLE IV

##### NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of employment relationship shall be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work-stoppages.

The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities. If any employee engages in any of the prohibited activities enumerated above, the employee will be subject to any disciplinary measures deemed appropriate by the Board of Chosen Freeholders.

#### ARTICLE V

##### GRIEVANCE PROCEDURE

###### A. Definitions

1. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may be submitted to binding arbitration as a final step in the procedure.
2. 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.
3. Nothing in this procedure shall preclude an employee from exercising his/her legal or Civil Service right.
4. A "grievant" is an employee who files a grievance.

EXHIBIT B

WHITE COLLAR OUT-OF-TITLE STEPS

	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>
Section A Titles	\$7,446.	\$8,242.	\$9,038.	\$9,834.	\$10,630.	\$11,426.	\$12,222.
Section B Titles	\$7,456.	\$8,293.	\$9,130.	\$9,967.	\$10,804.	\$11,641.	\$12,477.
Section C Titles	\$7,771.	\$8,851.	\$9,931.	\$11,011.	\$12,091.	\$13,171.	\$14,251.
Section D Titles	\$7,781.	\$8,901.	\$10,021.	\$11,141.	\$12,261.	\$13,381.	\$14,500.
Section E Titles	\$7,878.	\$8,855.	\$9,832.	\$10,809.	\$11,786.	\$12,763.	\$13,741.
Section F Titles	\$7,999.	\$8,973.	\$9,947.	\$10,921.	\$11,895.	\$12,869.	\$13,841.
Section G Titles	\$8,116.	\$9,216.	\$10,316.	\$11,416.	\$12,516.	\$13,616.	\$14,717.
Section H Titles	\$8,128.	\$9,359.	\$10,590.	\$11,821.	\$13,052.	\$14,283.	\$15,516.
Section I Titles	\$8,378.	\$9,514.	\$10,650.	\$11,786.	\$12,922.	\$14,058.	\$15,194.
Section J Titles	\$8,408.	\$9,539.	\$10,670.	\$11,801.	\$12,932.	\$14,063.	\$15,194.
Section K Titles	\$8,264.	\$9,787.	\$11,310.	\$12,833.	\$14,356.	\$15,879.	\$17,404.
Section L Titles	\$8,352.	\$9,756.	\$11,160.	\$12,564.	\$13,968.	\$15,372.	\$16,779.
Section M Titles	\$8,425.	\$9,884.	\$11,343.	\$12,802.	\$14,261.	\$15,720.	\$17,178.
Section N Titles	\$8,686.	\$10,222.	\$11,758.	\$13,294.	\$14,830.	\$16,366.	\$17,903.
Section O Titles	\$9,112.	\$10,493.	\$11,874.	\$13,255.	\$14,636.	\$16,017.	\$17,400.
Section P Titles	\$9,579.	\$10,879.	\$12,179.	\$13,479.	\$14,779.	\$16,079.	\$17,378.
Section Q Titles	\$10,073.	\$11,563.	\$13,053.	\$14,543.	\$16,033.	\$17,523.	\$19,011.
Section R Titles	\$11,700.	\$12,663.	\$13,626.	\$14,589.	\$15,552.	\$16,515.	\$17,478.
Section S Titles	\$9,373.	\$11,067.	\$12,761.	\$14,455.	\$16,149.	\$17,843.	\$19,539.

should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

2. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the shop steward of the grievant who will submit the written grievance to the immediate supervisor. The grievant must file the written grievance within fifteen (15) working 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) working days of the submission date of the grievance form.

3. 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) working 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) working days of the submission of the grievance to Step 2. The Contract Administrator under Step 2 shall be the Director of Employee Relations.

4. 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) working 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) working days of the submission of the grievance to Step 3. The Contract Administrator under Step 3 shall be the County Administrator.

5. 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



tion N.	Custodian of Records Elections Clerk Principal Account Clerk Principal Account Clerk Typing Principal Account Clerk Stenographer Principal Bookkeeping Machine Operator Principal Clerk Principal Clerk Bookkeeper Principal Clerk Stenographer Principal Clerk Transcriber Principal Clerk Typist Principal Docket Clerk Principal Docket Clerk Typing Principal Index Clerk Principal Index Clerk Typing Probate Clerk Probate Clerk Typing Purchasing Expeditor Senior Cashier Senior Offset Machine Operator Senior Office Appliance Operator Senior Payroll Clerk	\$8,686.	\$17,903.
tion O.	Jury Panel Clerk Typing Principal Operator Automated Typewriter Principal Payroll Clerk Principal Personnel Clerk Stenographer	\$9,112.	\$17,400.
tion P.	Principal Office Appliance Operator Principal Offset Machine Operator Senior Execution Clerk	\$9,579.	\$17,378.
tion Q.	Senior Elections Clerk Senior Probate Clerk	\$10,073.	\$19,011.
tion R.	Printer	\$11,700.	\$17,478.
tion S.	Administrative Clerk Administrative Secretary	\$9,373.	\$19,539.

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

D. 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 are required.
- 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 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.

tion H.	Account Clerk Stenographer Office Appliance Operator Offset Machine Operator Operator Automated Typewriter Payroll Clerk Senior Clerk Transcriber Senior Clerk Typist Senior Docket Clerk Senior Docket Clerk Typing Senior Index Clerk Senior Index Clerk Typing Senior Telephone Operator Receptionist	\$8,128.	\$15,516.
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tion I.	Senior Microfilm Operator Inventory Control Clerk	\$8,378.	\$15,194.
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tion J.	Senior Mail Clerk	\$8,408.	\$15,194.
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tion K.	Cashier Typing Execution Clerk Interviewer Veteran's Service Bureau Typing Interviewer Veteran's Service Bureau Stenographer Micrographic Data Entry Machine Operator Senior Account Clerk Senior Account Clerk Stenographer Senior Account Clerk Typing Senior Bookkeeping Machine Operator Senior Bookkeeping Machine Operator Typing Senior Clerk Bookkeeper Senior Clerk Bookkeeper Typing Senior Clerk Stenographer Senior Identification Clerk Senior Operator Automated Typewriter Senior Operator Automated Typewriter Stenographer Senior Personnel Clerk Typing Senior Purchasing Assistant Typing	\$8,264.	\$17,404.
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tion L.	Assistant Program Coordinator Non-Emergency Transportation	\$8,352.	\$16,779.
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tion M.	Naturalization Clerk Typing	\$8,425.	\$17,178.
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rate will be based, it is first necessary to locate the Step within the Section which includes the employee's regular job title that is nearest to the regular base salary of that employee. The same Step on the Section which includes the higher title represents the annual salary upon which the daily out-of-title rate will be computed. This rate is payable for all days members of the bargaining unit are assigned to a higher classification, retroactive to the first day of such service, once the two day requirement has been satisfied.

E. In the event a member of this bargaining unit is assigned to perform work in a supervisory title (WCS), the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000.00 or the minimum for the supervisory title; whichever is higher. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two day requirement has been satisfied.

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

G. Computation of out-of-title adjustments, as set forth in paragraphs D and E above, shall take effect on the date of final execution of this Agreement.

## ARTICLE X

### 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) hour period at the applicable rate at the time of call-in.

## ARTICLE XI

### HOLIDAYS

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day

EXHIBIT A

	TITLE		RANGE
ion A.	Clerk	\$7,446.	\$12,222.
ion B.	Bindery Worker	\$7,456.	\$12,477.
ion C.	Clerk Transcriber Clerk Typist Clerk Typist Bi-Lingual in Spanish & English Docket Clerk Docket Clerk Typing Index Clerk Index Clerk Typing Map Clerk Mental Health Aide Messenger Receptionist Typing Receptionist Typing Superintendent of Schools Terminal Operator	\$7,771.	\$14,251.
ion D.	Senior Clerk Telephone Operator Receptionist Telephone Operator Receptionist Typing	\$7,781.	\$14,500.
ion E.	Radio Dispatcher Typing Schedulizer	\$7,878.	\$13,741.
ion F.	Mail Clerk	\$7,999.	\$13,841.
ion G.	Account Clerk Account Clerk Typing Bookkeeping Machine Operator Bookkeeping Machine Operator Typing Clerk Bookkeeper Clerk Bookkeeper Typing Clerk Bookkeeper Stenography Clerk Stenographer Docket Clerk Stenographer Identification Clerk Identification Clerk Typing Microfilm Machine Operator Purchasing Assistant Typing Receptionist Stenographer Statistical Typist	\$8,116.	\$14,717.

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.

For enrolled employees who have satisfied the three (3) month waiting period, the Board will reimburse the deductible amounts specified under the prevailing County plan to a maximum of \$100.00 per year for those employees with Single coverage and to a maximum of \$200.00 per year for those employees with other than Single coverage.

#### ARTICLE XV

##### PERSONAL DAYS

All employees covered by this contract are to receive three (3) personal days in each of the contract years. Personal days shall not accumulate. Use of personal days shall require forty-eight (48) hours notice, except in the case of a valid emergency.

#### ARTICLE XVI

##### 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 Treasurer of Ocean County Council Twelve. A list of the names of deductees will be forwarded annually. The County also agrees to notify the Union on a quarterly basis of new employees hired in titles covered by Exhibit A.

Upon the request of the Union, the Employer shall deduct a representation fee from wages of each employee in a covered title who is not a member of the Union. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment of the unit. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss

of the employee's base pay after completion of eight (8) hours work in any scheduled work day or forty (40) hours in any scheduled work week.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week, he/she shall receive overtime compensation for hours worked at the rate of time and one-half ( $1\frac{1}{2}x$ ) of the base hourly wage.

If an employee is required to work on a designated holiday, he/she shall receive double time ( $2x$ ) for hours worked plus one (1) day straight time wages. If an employee is required to work hours in excess of a normal shift, he/she shall receive double time and one-half ( $2\frac{1}{2}x$ ) for those additional hours.

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

#### ARTICLE XXXI

##### SPECIAL ASSIGNMENT PAY

Special Assignment Pay shall be provided to members of this bargaining unit assigned to the Ocean County Juvenile Detention Shelter, payable in the amount of \$750.00 per annum prorated on the basis of the time of actual employment in that facility.

#### ARTICLE XXXII

##### SALARIES

All members of the bargaining unit on the payroll on or before April 1, 1984 shall receive a salary increase of \$725.00.

In the second year of this Agreement, members of this bargaining unit shall receive a 6% salary adjustment effective April 1, 1985.

All White Collar employees currently working a forty (40) hour work week shall receive a salary increase of \$895.00, effective April 1, 1984 and six percent (6%) salary adjustment effective April 1, 1985.

The County reserves the right to increase minimum salaries for titles covered by this agreement.

In the event a White Collar employee currently working a  $32\frac{1}{2}$  hour work week is converted to a 40 hour week, the salary of that member shall be increased proportionately.

## ARTICLE XVIII

### SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1½) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick 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.

Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick leave at retirement policy which is offered in accordance with Title 4:1-17:24. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Employee Relations Office within the time guidelines in the policy.

All other proper and authorized leaves as provided in the rules of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

## ARTICLE XIX

### UNION BUSINESS

An employee who is duly authorized in writing to be a representative of the White Collar Workers, Council No. 12, shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The unit shall be authorized an aggregate of no more than thirty-five (35) days in each contract year for the above purposes. Request for such leave is to be made in writing from the employee and authorization granted by the Employee Relations Director.



Authority: The Dental Reimbursement Program will be administered through the Department of Employee Relations. This Department will be responsible for the verification of eligibility of employees and procedural implementation of same.

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

Exclusions: No benefit shall be provided for:

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

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

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

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

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

4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
5. Should an employee be absent without leave for more than five (5) days.

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by 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 as determined by the Employee Relations Director. A job description shall accompany all posted promotions.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the County, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the County shall promote the employee which it deemed to be next eligible, as determined by the Employee Relations Director.

E. 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 vacation cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation during a peak period of work for his/her department. Peak periods will be designated by the administration each year.

#### ARTICLE XXIV

#### PERSONNEL FILES

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

The County shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them. Such

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

Exclusions: No benefit shall be provided for:

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

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## ARTICLE XVIII

### SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1½) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick 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.

Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick leave at retirement policy which is offered in accordance with Title 4:1-17:24. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Employee Relations Office within the time guidelines in the policy.

All other proper and authorized leaves as provided in the rules of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

## ARTICLE XIX

### UNION BUSINESS

An employee who is duly authorized in writing to be a representative of the White Collar Workers, Council No. 12, shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The unit shall be authorized an aggregate of no more than thirty-five (35) days in each contract year for the above purposes. Request for such leave is to be made in writing from the employee and authorization granted by the Employee Relations Director.

of the employee's base pay after completion of eight (8) hours work in any scheduled work day or forty (40) hours in any scheduled work week.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week, he/she shall receive overtime compensation for hours worked at the rate of time and one-half ( $1\frac{1}{2}x$ ) of the base hourly wage.

If an employee is required to work on a designated holiday, he/she shall receive double time ( $2x$ ) for hours worked plus one (1) day straight time wages. If an employee is required to work hours in excess of a normal shift, he/she shall receive double time and one-half ( $2\frac{1}{2}x$ ) for those additional hours.

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

#### ARTICLE XXXI

##### SPECIAL ASSIGNMENT PAY

Special Assignment Pay shall be provided to members of this bargaining unit assigned to the Ocean County Juvenile Detention Shelter, payable in the amount of \$750.00 per annum prorated on the basis of the time of actual employment in that facility.

#### ARTICLE XXXII

##### SALARIES

All members of the bargaining unit on the payroll on or before April 1, 1984 shall receive a salary increase of \$725.00.

In the second year of this Agreement, members of this bargaining unit shall receive a 6% salary adjustment effective April 1, 1985.

All White Collar employees currently working a forty (40) hour work week shall receive a salary increase of \$895.00, effective April 1, 1984 and six percent (6%) salary adjustment effective April 1, 1985.

The County reserves the right to increase minimum salaries for titles covered by this agreement.

In the event a White Collar employee currently working a  $32\frac{1}{2}$  hour work week is converted to a 40 hour week, the salary of that member shall be increased proportionately.

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.

For enrolled employees who have satisfied the three (3) month waiting period, the Board will reimburse the deductible amounts specified under the prevailing County plan to a maximum of \$100.00 per year for those employees with Single coverage and to a maximum of \$200.00 per year for those employees with other than Single coverage.

#### ARTICLE XV

##### PERSONAL DAYS

All employees covered by this contract are to receive three (3) personal days in each of the contract years. Personal days shall not accumulate. Use of personal days shall require forty-eight (48) hours notice, except in the case of a valid emergency.

#### ARTICLE XVI

##### 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 Treasurer of Ocean County Council Twelve. A list of the names of deductees will be forwarded annually. The County also agrees to notify the Union on a quarterly basis of new employees hired in titles covered by Exhibit A.

Upon the request of the Union, the Employer shall deduct a representation fee from wages of each employee in a covered title who is not a member of the Union. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment of the unit. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss

EXHIBIT A

	TITLE		RANGE
ion A.	Clerk	\$7,446.	\$12,222.
ion B.	Bindery Worker	\$7,456.	\$12,477.
ion C.	Clerk Transcriber Clerk Typist Clerk Typist Bi-Lingual in Spanish & English Docket Clerk Docket Clerk Typing Index Clerk Index Clerk Typing Map Clerk Mental Health Aide Messenger Receptionist Typing Receptionist Typing Superintendent of Schools Terminal Operator	\$7,771.	\$14,251.
ion D.	Senior Clerk Telephone Operator Receptionist Telephone Operator Receptionist Typing	\$7,781.	\$14,500.
ion E.	Radio Dispatcher Typing Schedulizer	\$7,878.	\$13,741.
ion F.	Mail Clerk	\$7,999.	\$13,841.
ion G.	Account Clerk Account Clerk Typing Bookkeeping Machine Operator Bookkeeping Machine Operator Typing Clerk Bookkeeper Clerk Bookkeeper Typing Clerk Bookkeeper Stenography Clerk Stenographer Docket Clerk Stenographer Identification Clerk Identification Clerk Typing Microfilm Machine Operator Purchasing Assistant Typing Receptionist Stenographer Statistical Typist	\$8,116.	\$14,717.



rate will be based, it is first necessary to locate the Step within the Section which includes the employee's regular job title that is nearest to the regular base salary of that employee. The same Step on the Section which includes the higher title represents the annual salary upon which the daily out-of-title rate will be computed. This rate is payable for all days members of the bargaining unit are assigned to a higher classification, retroactive to the first day of such service, once the two day requirement has been satisfied.

E. In the event a member of this bargaining unit is assigned to perform work in a supervisory title (WCS), the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000.00 or the minimum for the supervisory title; whichever is higher. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two day requirement has been satisfied.

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

G. Computation of out-of-title adjustments, as set forth in paragraphs D and E above, shall take effect on the date of final execution of this Agreement.

## ARTICLE X

### 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) hour period at the applicable rate at the time of call-in.

## ARTICLE XI

### HOLIDAYS

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day

Position H.	Account Clerk Stenographer Office Appliance Operator Offset Machine Operator Operator Automated Typewriter Payroll Clerk Senior Clerk Transcriber Senior Clerk Typist Senior Docket Clerk Senior Docket Clerk Typing Senior Index Clerk Senior Index Clerk Typing Senior Telephone Operator Receptionist	\$8,128.	\$15,516.
Position I.	Senior Microfilm Operator Inventory Control Clerk	\$8,378.	\$15,194.
Position J.	Senior Mail Clerk	\$8,408.	\$15,194.
Position K.	Cashier Typing Execution Clerk Interviewer Veteran's Service Bureau Typing Interviewer Veteran's Service Bureau Stenographer Micrographic Data Entry Machine Operator Senior Account Clerk Senior Account Clerk Stenographer Senior Account Clerk Typing Senior Bookkeeping Machine Operator Senior Bookkeeping Machine Operator Typing Senior Clerk Bookkeeper Senior Clerk Bookkeeper Typing Senior Clerk Stenographer Senior Identification Clerk Senior Operator Automated Typewriter Senior Operator Automated Typewriter Stenographer Senior Personnel Clerk Typing Senior Purchasing Assistant Typing	\$8,264.	\$17,404.
Position L.	Assistant Program Coordinator Non-Emergency Transportation	\$8,352.	\$16,779.
Position M.	Naturalization Clerk Typing	\$8,425.	\$17,178.

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

D. 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 are required.
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 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.

tion N.	Custodian of Records Elections Clerk Principal Account Clerk Principal Account Clerk Typing Principal Account Clerk Stenographer Principal Bookkeeping Machine Operator Principal Clerk Principal Clerk Bookkeeper Principal Clerk Stenographer Principal Clerk Transcriber Principal Clerk Typist Principal Docket Clerk Principal Docket Clerk Typing Principal Index Clerk Principal Index Clerk Typing Probate Clerk Probate Clerk Typing Purchasing Expeditor Senior Cashier Senior Offset Machine Operator Senior Office Appliance Operator Senior Payroll Clerk	\$8,686.	\$17,903.
tion O.	Jury Panel Clerk Typing Principal Operator Automated Typewriter Principal Payroll Clerk Principal Personnel Clerk Stenographer	\$9,112.	\$17,400.
tion P.	Principal Office Appliance Operator Principal Offset Machine Operator Senior Execution Clerk	\$9,579.	\$17,378.
tion Q.	Senior Elections Clerk Senior Probate Clerk	\$10,073.	\$19,011.
tion R.	Printer	\$11,700.	\$17,478.
tion S.	Administrative Clerk Administrative Secretary	\$9,373.	\$19,539.

should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

2. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the shop steward of the grievant who will submit the written grievance to the immediate supervisor. The grievant must file the written grievance within fifteen (15) working 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) working days of the submission date of the grievance form.
3. 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) working 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) working days of the submission of the grievance to Step 2. The Contract Administrator under Step 2 shall be the Director of Employee Relations.

4. 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) working 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) working days of the submission of the grievance to Step 3. The Contract Administrator under Step 3 shall be the County Administrator.

5. 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

EXHIBIT B

WHITE COLLAR OUT-OF-TITLE STEPS

	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>
Section A Titles	\$7,446.	\$8,242.	\$9,038.	\$9,834.	\$10,630.	\$11,426.	\$12,222.
Section B Titles	\$7,456.	\$8,293.	\$9,130.	\$9,967.	\$10,804.	\$11,641.	\$12,477.
Section C Titles	\$7,771.	\$8,851.	\$9,931.	\$11,011.	\$12,091.	\$13,171.	\$14,251.
Section D Titles	\$7,781.	\$8,901.	\$10,021.	\$11,141.	\$12,261.	\$13,381.	\$14,500.
Section E Titles	\$7,878.	\$8,855.	\$9,832.	\$10,809.	\$11,786.	\$12,763.	\$13,741.
Section F Titles	\$7,999.	\$8,973.	\$9,947.	\$10,921.	\$11,895.	\$12,869.	\$13,841.
Section G Titles	\$8,116.	\$9,216.	\$10,316.	\$11,416.	\$12,516.	\$13,616.	\$14,717.
Section H Titles	\$8,128.	\$9,359.	\$10,590.	\$11,821.	\$13,052.	\$14,283.	\$15,516.
Section I Titles	\$8,378.	\$9,514.	\$10,650.	\$11,786.	\$12,922.	\$14,058.	\$15,194.
Section J Titles	\$8,408.	\$9,539.	\$10,670.	\$11,801.	\$12,932.	\$14,063.	\$15,194.
Section K Titles	\$8,264.	\$9,787.	\$11,310.	\$12,833.	\$14,356.	\$15,879.	\$17,404.
Section L Titles	\$8,352.	\$9,756.	\$11,160.	\$12,564.	\$13,968.	\$15,372.	\$16,779.
Section M Titles	\$8,425.	\$9,884.	\$11,343.	\$12,802.	\$14,261.	\$15,720.	\$17,178.
Section N Titles	\$8,686.	\$10,222.	\$11,758.	\$13,294.	\$14,830.	\$16,366.	\$17,903.
Section O Titles	\$9,112.	\$10,493.	\$11,874.	\$13,255.	\$14,636.	\$16,017.	\$17,400.
Section P Titles	\$9,579.	\$10,879.	\$12,179.	\$13,479.	\$14,779.	\$16,079.	\$17,378.
Section Q Titles	\$10,073.	\$11,563.	\$13,053.	\$14,543.	\$16,033.	\$17,523.	\$19,011.
Section R Titles	\$11,700.	\$12,663.	\$13,626.	\$14,589.	\$15,552.	\$16,515.	\$17,478.
Section S Titles	\$9,373.	\$11,067.	\$12,761.	\$14,455.	\$16,149.	\$17,843.	\$19,539.

taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives or supervisory personnel.

#### ARTICLE IV

##### NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of employment relationship shall be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work-stoppages.

The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities. If any employee engages in any of the prohibited activities enumerated above, the employee will be subject to any disciplinary measures deemed appropriate by the Board of Chosen Freeholders.

#### ARTICLE V

##### GRIEVANCE PROCEDURE

###### A. Definitions

1. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may be submitted to binding arbitration as a final step in the procedure.
2. 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.
3. Nothing in this procedure shall preclude an employee from exercising his/her legal or Civil Service right.
4. A "grievant" is an employee who files a grievance.

ARTICLE XXXIII

DURATION


The terms and conditions set forth in this Agreement shall become effective on April 1, 1984 and shall continue in full force and effect until March 31, 1986 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 \_\_\_\_\_, 1984.

ATTEST:

  
KATHLEEN BLANCHARD, ACTING  
CLERK OF THE BOARD


FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

  
DAMIAN G. MURRAY, DIRECTOR

ATTEST:

\_\_\_\_\_

FOR THE CIVIL SERVICE ASSOCIATION  
COUNCIL #12

  
Mary F. MacDonald, President

  
Dolores Hill, U.P.







## AGREEMENT

This Agreement, made this 28 day of March 1984, between the County of Ocean, a public employer with its main offices located at 101 Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the "County", and the New Jersey Civil Service Association, Ocean County Council Number Twelve, comprised of Ocean County White Collar Employees, hereinafter referred to as the "Union."

NOW, THEREFORE, the County and Union mutually agree as follows:

### ARTICLE I

#### PURPOSE

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the County and Union.

### ARTICLE II

#### RECOGNITION OF UNION

The County recognizes the New Jersey Civil Service Association, Ocean County Council Number Twelve, as the exclusive representative of all White Collar Employees as set forth in the certification of the elections held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the County for the purposes provided for under Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States. Included but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Board has not expressly modified or restricted