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AGREEMENT

between

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

and

THE OFFICE AND PROFESSIONAL EMPLOYEE INTERNATIONAL UNION

REPRESENTING

OCEAN COUNTY WHITE COLLAR EMPLOYEES

April 1, 1986 - March 31, 1989

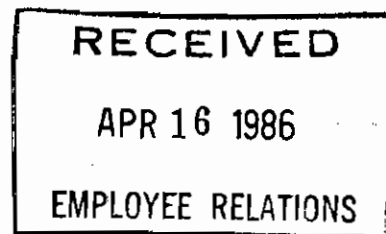


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AGREEMENT

This Agreement, effective the first day of April, 1986, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board", and the Office and Professional Employees International Union, Local #14, A.F. of L.- C.I.O. - C.L.C., representing White Collar employees hereinafter referred to as "Union."

Now, therefore, the County and Union mutually agree as follows:

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION OF THE UNION

The Board recognizes the O.P.E.I.U., Local #14, A.F. of L. - C.I.O. - C.L.C. as the exclusive representative of all White Collar employees employed by the Board. 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 said statutes.

ARTICLE III

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, 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 by a specific provision of this Agreement.

2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of service and maintenance of the facilities and equipment of the Board.

3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties to be performed.
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine or consolidate any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
9. To subcontract for any existing or future services as determined necessary by the Board. In the event the Board subcontracts work out, every attempt will be made to transfer said employee/s to work he/she is currently performing or work he/she is capable of performing at no loss of pay where possible.
10. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board shall only be limited by the language of this clause.

In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the 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.

ARTICLE V

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 may only be submitted to binding arbitration as a final step in the procedure.

B. All other allegations that there has been a violation, 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's level, and the County Administrator's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

C. Nothing in this procedure shall preclude an employee from exercising his/her legal or Civil Service rights.

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 work day.

G. "Party in interest" is a person, agent or agency with an interest in the grievance.

H. "Class grievance" is a formal grievance by two (2) or more employees.

I. "Group grievance" is the same or similar formal grievance by two or more employees each in the same department.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Formal grievances and appeals shall be filed in writing.

C. Communications and decisions concerning formal grievances shall be in writing.

D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

E. Grievances may only be advanced to Step 2 or higher by Union Officers or Shop Stewards.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator.

G. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board.

H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.

I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

III. Processing

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

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission date on the grievance form.

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Department Head during the Step 1 of this process, then the Union representative may appeal the Department Head's written answer within seven (7) work 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 union representative within seven (7) work days of the submission of the grievance at Step 2.

D. Step 3 - If the union representative is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, he/she may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process. The Union representative will request that the County Administrator schedule a hearing. The hearing shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.

The County Administrator will submit a written answer to the grievant within seven (7) work days after the adjournment of the hearing. The decision of the County Administrator shall be final and binding on all matters except contract violations. The hearing by the County Administrator will take place within twenty-one (21) work days after the scheduled date is submitted to the grievant.

E. Step 4 - If the grievant is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of contract violation, then the grievance may be submitted to arbitration in accordance with the procedure outlined below:

1. Within twenty (20) work days of the decision of the County Administrator, the union representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.

2. Within five (5) work days of such notice the union representative shall request a list of arbitrators from the American Arbitration Association.

3. Within five (5) work days of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the union representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) work days of notice of selection, the designated arbitrator shall establish a hearing date, shall

establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.

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

6. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that constitute violations of this agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

7. The arbitrator shall have no power to make an award or, in any matter which is not within the Board's power to implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders.

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

9. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

IV. General Provisions

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

2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Board's agencies.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and Employee Relations Director will distribute the forms as required.

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

6. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board's premises.

7. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the

the grievance by the grievant and one (1) union representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

ARTICLE VI

EMPLOYEE MANUALS

For informational purposes, Personnel Handbooks have been prepared and distributed by the Department of Employee Relations to all employees in the bargaining unit.

ARTICLE VII

NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

ARTICLE VIII

HOLIDAYS

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

The County will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders takes official action to declare an extra holiday. Any employee working on any of the above days shall receive overtime pay at a rate of time and one-half (1½x) for all hours worked plus one (1) day straight time wages in addition to the time and one-half pay.

Regardless of whether or not the holiday falls on a regular work day, the employee shall receive that day.

ARTICLE IX

LONGEVITY PAY

Longevity pay for all classified permanent White Collar employees with ten (10) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below. This schedule becomes effective on April 1, 1984:

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

ARTICLE X

BEREAVEMENT PROVISION

All employees shall have 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, uncle, aunt, of the employee, and any other member of the immediate household. Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

The employing authority may require proof of loss of a deceased whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE XI

PERSONAL LEAVE

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. Use of the three annual Personal Days may be made any time after January 1st of each year, provided that the employee has been employed by the County of Ocean for at least one (1) full year and has demonstrated no pattern of leave abuse.

ARTICLE XII

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 such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union. A list of the names of deductees will be forwarded annually.

ARTICLE XIII

VACATION TIME

Effective January 1, 1984:

1. For an employee with no more than twelve (12) months of service - one (1) day for each calendar month employed.
2. For an employee who has served twelve (12) months and one (1) day up to a total of forty-eight (48) calendar months - twelve (12) working days.
3. For an employee who has served forty-eight (48) calendar months plus one (1) day up to one hundred thirty-two (132) calendar months - fifteen (15) working days.
4. For an employee who has served one hundred thirty-two (132) calendar months and one (1) day up to two hundred twenty-eight (228) calendar months - twenty (20) working days.
5. For an employee who has served two hundred twenty-eight (228) calendar months and one (1) day - twenty-five (25) working days.

Vacation time must be earned before it is used. 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 on a pro-rated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs.

ARTICLE XIV

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 date of hire. It is assumed the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, prorated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. 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 NJSA 11:14-9 et seq. 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 Department of Employee Relations within the time guidelines in the policy.

ARTICLE XV

UNION LEAVE

Members of the bargaining unit may use up to a total of thirty-five (35) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken.

ARTICLE XVI

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 XVII

PRODUCTIVITY

The Union agrees that it will cooperate with the Ocean County Board of Chosen Freeholders and its agents in any productivity

C. Definitions of transfers and re-assignments shall be in accordance with those contained in the new Civil Service Rules promulgated on June 21, 1982.

D. In the event an employee is assigned to perform work in a job classification higher than his/her regular title for two (2) or more complete work days, he/she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary, retroactive to the first day of such service.

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. 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. Payment of out-of-title adjustments in accordance with the guidelines set forth in paragraphs D and E above shall commence on the date of final execution of this Agreement.

ARTICLE XXIV

TUITION REIMBURSEMENT

Tuition reimbursement for educational courses may be provided to permanent full-time employees under the following circumstances:

1. Supervisor must approve the course in advance and certify that it is directly related to the employee's job classification and successful completion will necessarily improve job performance. Further, the supervisor must certify that sufficient funds for this purpose are available within the departmental budget.
2. Eligible courses must be offered by institutions of higher learning in New Jersey, vocational schools, the Public Service Institute, or agencies of State and Federal government.
3. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report attached to the voucher. A copy of the prior approval shall also be attached.

4. Reimbursement for up to the first sixty (60) semester hours shall not exceed the rate per semester hour which would prevail if the course was taken at Ocean County College. Reimbursement for semester hours in excess of sixty (60) shall not exceed the rate per semester hours which would prevail if the course was taken at Rutgers the State University.

5. Under no circumstances shall the employer be obligated to reimburse for any educational expense except tuition; with travel, fees, textbooks, materials, and other non-tuition items specifically excluded.

ARTICLE XXV

PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$800.00 effective on the date of promotion.

Any employee who is promoted to a position which is covered by the White Collar Supervisors contract shall receive an increase of 10% of previous base salary or the Civil Service minimum for the higher title, whichever is greater.

These provisions shall become effective on the date of formal execution of this contract.

ARTICLE XXVI

SENIORITY

A. All employees are to be notified of promotional opportunities and vacancies prior to filling a position.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer. With respect to promotions, however, service will be considered broken, for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.

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

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 requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during a peak period of work for his or her department. Peak periods will be designated by the administration each year. A White Collar employee, regardless of title, who shall be transferred to a new department, is to be placed at the bottom of the list for bidding for vacation selection during the first year of that new assignment.

ARTICLE XXVII

MILEAGE

Costs for mileage shall be reimbursed in accordance with the prevailing County policy.

ARTICLE XXVII

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 response will be included in the relevant permanent personnel file or supplementary personnel file and will be attached to and retained with the documents in question. If any material, derogatory or adverse to an employee is placed in the employee personnel file a copy of such material shall be sent to the employee. No document of anonymous origin shall be used against an employee.

ARTICLE XXVIII

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.

Current White Collar employees assigned to the Department of Printing & Graphic Arts, County Mail Room, Elderly & Handicapped Transportation, and Department of Vehicle Maintenance shall receive \$300.00 per contract year for clothing, payable by voucher on or about July 1st of each year. This benefit is specifically limited to White Collar employees on those payrolls as of April 1, 1986. No White Collar employees who may hereafter be hired or transferred into these Departments shall be eligible for this benefit.

ARTICLE XXIX

NIGHT DIFFERENTIAL

Night differential of four percent (4%) will be paid to any White Collar employees whose permanent shift begins after 3:30 p.m.

ARTICLE XXX

WORK HOURS

The thirty-two and one-half (32½) hour work week for current White Collar personnel shall be as individually designated by the Board of Chosen Freeholders and the managerial executives to whom White Collar employees report. Either party has the right to request a change, and such request is to be the subject of negotiations.

However, the parties further recognize that optimum efficiency and productivity may require the establishment of a longer work week for selected White Collar personnel. In that event, the opportunity to work a longer work week will be offered to White

Collar personnel within the department involved on the basis of seniority. If no interest is expressed by existing personnel, a longer work week may become a condition of employment for personnel subsequently hired within that particular department.

Salaries of White Collar employees whose work week is extended to thirty-five (35) hours shall receive a salary increase of seven percent (7%). Salaries of White Collar employees whose work week is extended to thirty-seven and one-half (37½) hours shall receive a salary increase of fourteen percent (14%). Salaries of White Collar employees whose work week is extended to forty (40) hours shall receive a salary increase of twenty-one percent (21%).

All White Collar employees shall continue to enjoy a one (1) hour daily lunch period, as well as two (2) fifteen minute breaks, one in the morning and one in the afternoon, which may be taken away from the employee work area.

ARTICLE XXXI

HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this contract shall be permitted to enroll in a County paid health plan after the 1st of the month following three (3) full months of employment.

The eligible employee shall have the option of choosing between the following existing plans:

1. Conventional Blue Cross/Blue Shield and Major Medical insurance.
2. Medigroup Shoreline HMO (Health Maintenance Organization) with supplemental coverage.

The eligible employee may change plans only during an announced open enrollment each year after having been enrolled in the other plan for a minimum of one (1) full year.

There shall be no change in either of the existing plans except in the case of a new plan that is equivalent or better.

For enrolled employees who have satisfied the three (3) months waiting period, the Board will reimburse the deductible amounts specified under the prevailing County plans 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.

Effective January 1, 1988, employees covered by this contract will no longer be eligible for any deductible reimbursement.

ARTICLE XXXII

EXTENDED HEALTH BENEFITS

Effective April 1, 1986, the Board agrees to continue Blue Cross, Blue Shield, and Major Medical coverage, or Shoreline Medigroup HMO, or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement, for members of this bargaining unit who take a P.E.R.S. retirement after thirty (30) or more years of service to Ocean County. Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retires in April 1986, extended coverage will continue through December 31, 1988.

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

Effective April 1, 1987, members of this bargaining unit who take a P.E.R.S. retirement will be eligible for extended health benefits as described herein after twenty-eight (28) or more years of service to Ocean County.

Effective April 1, 1988, members of this bargaining unit who take a P.E.R.S. retirement will be eligible for extended health benefits as described herein after twenty-five (25) or more years of service to Ocean County.

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

ARTICLE XXXIII

FAMILY PRESCRIPTION PLAN

Effective January 1, 1988, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse, and children to age 19 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

ARTICLE XXXIV

DENTAL REIMBURSEMENT PROGRAM

The Ocean County Board of Chosen Freeholders has adopted a "Dental Reimbursement Program." Members of this bargaining unit are eligible to receive this benefit in accordance with the guidelines established by the Board.

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

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

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

Exclusions: No benefit shall be provided for:

Service for injuries or conditions which are compensable under Worker'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 (1) 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 the 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 Ocean County Department of Employee Relations. They in turn will implement the established procedure. The County of Ocean accepts partial (70% or \$150.00) responsibility of the costs. Expenses incurred over the stipulated guidelines shall be the responsibility of the employee.

Effective January 1, 1987, employees covered by this contract shall no longer be eligible for this dental reimbursement program.

ARTICLE XXXV

FAMILY DENTAL PLAN

Effective January 1, 1987, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. 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 preventative and diagnostic services as described below.

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

Preventive and diagnostic (x-rays, cleaning, check-up, etc.)100%
Treatment and therapy (Fillings)80%
Prosthodontics, periodontics, inlays, caps and crowns, oral surgery (ambulatory)50%
Orthodontics (limited to \$800. per patient over a 5 year period)50%

ARTICLE XXXVI

SALARY

A. Effective April 1, 1986, employees with current annual salaries less than \$8,250. per year shall be raised to \$8,250.

B. Effective April 1, 1986, employees with current annual salaries of between \$8,250. and \$11,999. , including those described in Paragraph A above, shall receive a \$900. increase in base salary, except that employees who work a thirty-five (35) hour week shall receive \$963.; employees who work a thirty-seven and one-half (37½) hour work week shall receive \$1,026.; and employees who work a forty (40) hour week shall receive \$1,089.

C. Effective April 1, 1986, employees with current annual salaries of between \$12,000. and \$14,999. shall receive a \$1,050. increase in base salary, except that employees who work a thirty-five (35) hour week shall receive \$1,124.; employees who work a thirty-seven and one-half (37½) hour week shall receive \$1,197.; and employees who work a forty (40) hour week shall receive \$1,271.

D. Effective April 1, 1986, employees with current annual salaries of \$15,000. or more shall receive a \$1,100. increase in base salary, except that employees who work a thirty-five (35) hour week shall receive \$1,177.; employees who work a thirty-seven and one-half (37½) week shall receive \$1,254.; and employees who work a forty (40) hour week shall receive \$1,331.

E. Effective April 1, 1987, employees with annual salaries of less than \$14,500. shall receive a \$900. increase in base salary, except that employees who work a thirty-five (35) hour week shall receive \$963.; employees who work a thirty-seven and one-half (37½) hour week shall receive \$1,026.; and employees who work a forty (40) hour week shall receive \$1,089.

F. Effective April 1, 1987; employees with annual salaries of \$14,500. or greater shall receive a six percent (6%) increase in base salary.

G. Effective April 1, 1988, employees covered by this contract shall receive a six percent (6%) increase in base salary.

H. If the cost of living, as determined by the Philadelphia All Urban Consumer Price Index, rises more than 7% during the period April 1, 1987 through March 31, 1988, the union reserves the right to re-open negotiations on salary only for the contract year commencing on April 1, 1988.

I. Effective April 1, 1986, the minimum and maximum salaries for each title covered by this Agreement shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

J. The Union understands and agrees that there will be a change in the Ocean County payroll system beginning in January 1987 when paychecks will be issued twenty-four (24) times per year on the first and fifteenth of each month.

ARTICLE XXXVII

RIGHTS & PRIVILEGES OF THE UNION

A. The County agrees to make available to the Union all public information needed to process any grievance or complaint between the County and the Union.

B. Whenever any representative of the Union or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss in pay.

C. The Union shall have the use of the bulletin boards and County mail system to contact their members.

D. Each member of the Union shall be provided with one (1) copy of the Agreement.

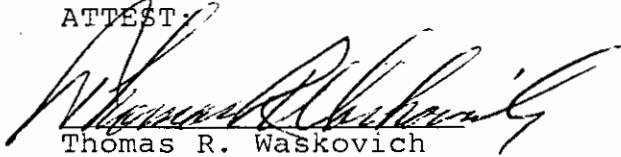
ARTICLE XXXVIII

DURATION

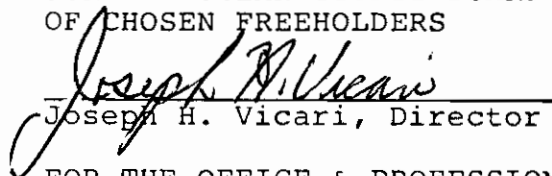
The terms and conditions set forth in this Agreement shall become effective on April 1, 1986, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1989, or until execution of a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this day of April 1986.

ATTEST:

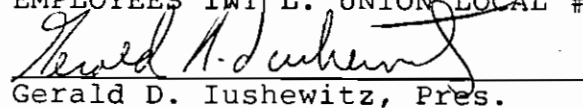

Thomas R. Waskovich

FOR THE OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS

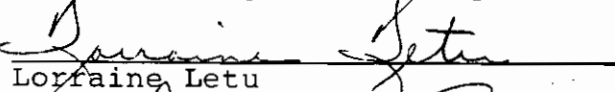

Joseph H. Vicari, Director

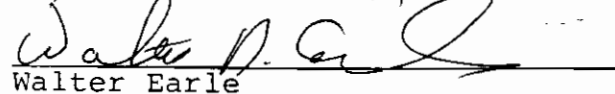
ATTEST:

FOR THE OFFICE & PROFESSIONAL
EMPLOYEES INT'L. UNION LOCAL #14


Gerald D. Iushewitz, Pres.


Carol Manning, Chief Shop Steward


Lorraine Letu


Walter Earle

APPENDIX A

TITLE	MINIMUM	MAXIMUM
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<u>SECTION A</u>	\$ 8,500.	\$13,557.
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Bindery Worker
Clerk

<u>SECTION B</u>	\$ 8,750.	\$16,206.
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Clerk Transcriber
Clerk Typist
Clerk Typist Bi-Lingual Spanish/English
Data Entry Machine Operator
Docket Clerk
Docket Clerk Typing
Index Clerk
Index Clerk Typing
Mail Clerk
Map Clerk
Mental Health Aide
Messenger
Receptionist Typing
Receptionist Typing/Telephone Operator
Receptionist/Telephone Operator
Radio Dispatcher Typing
Senior Bindery Worker
Senior Clerk

<u>SECTION C</u>	\$ 9,000.	\$16,960.
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Account Clerk
Account Clerk Stenography
Account Clerk Typing
Bookkeeping Machine Operator
Bookkeeping Machine Operator Typing
Clerk Stenographer
Docket Clerk Stenographer
Identification Clerk
Identification Clerk Typing
Inventory Control Clerk
Microfilm Machine Operator
Microfilm Machine Operator Typing
Office Appliance Operator
Offset Machine Operator
Operator Automated Typewriter
Payroll Clerk
Purchasing Assistant Typing
Receptionist Stenographer
Senior Clerk Transcriber
Senior Clerk Typist
Senior Data Entry Machine Operator
Senior Docket Clerk
Senior Docket Clerk Typing
Senior Index Clerk
Senior Index Clerk Typing
Senior Mail Clerk
Senior Receptionist/Senior Telephone Operator
Statistical Typist

TITLE	MINIMUM	MAXIMUM
<u>SECTION D</u>	\$ 9,250.	\$19,548.
Cashier Typing		
Execution Clerk		
Interviewer Veteran's Service Bureau		
Interviewer Veteran's Service Bureau Typing		
Micrographic Data Entry Machine Operator		
Senior Microfilm Machine Operator & Typing		
Senior Account Clerk		
Senior Account Clerk Stenographer		
Senior Account Clerk Typing		
Senior Bookkeeping Machine Operator		
Senior Bookkeeping Machine Operator Typing		
Senior Clerk Stenographer		
Senior Identification Clerk		
Senior Operator Automated Typewriter		
Senior Operator Automated Typewriter Steno		
Senior Personnel Clerk Typing		
Senior Purchasing Assistant		
Senior Purchasing Assistant Typing		
Senior Statistical Typing		

<u>SECTION E</u>	\$ 9,500.	\$20,077.
Custodian of Records		
Elections Clerk		
Naturalization Clerk Typing		
Principal Account Clerk		
Principal Account Clerk Steno		
Principal Account Clerk Typing		
Principal Bookkeeping Machine Operator		
Principal Clerk		
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		
Purchasing Expeditor Typing		
Senior Cashier		
Senior Naturalization Clerk & Typing		
Senior Office Appliance Operator		
Senior Offset Machine Operator		
Senior Payroll Clerk		

TITLE	MINIMUM	MAXIMUM
<u>SECTION F</u>		
	\$10,500.	\$21,252.
Jury Panel Clerk Typing		
Principal Operator Automated Typewriter		
Principal Payroll Clerk		
Principal Personnel Clerk Stenographer		
Principal Personnel Clerk Typing		
Principal Purchasing Assistant Typing		
Principal Office Appliance Operator		
Principal Offset Machine Operator		
Senior Elections Clerk		
Senior Execution Clerk		
Senior Probate Clerk		
Senior Probate Clerk Typing		
<u>SECTION G</u>		
	\$11,000.	\$21,260.
Radio Dispatcher Typing/ Supervising Clerk Typist		
<u>SECTION H</u>		
	\$12,250.	\$25,925.
Administrative Clerk		
Administrative Secretary		
Printer		