

2291

AGREEMENT BETWEEN
THE OCEAN COUNTY BOARD OF HEALTH
AND
THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 14, A.F. L.-C.I.O. - C.L.C.
Representing The
PUBLIC HEALTH NURSE SUPERVISORS
And
ASSISTANT PUBLIC HEALTH NURSE SUPERVISORS
APRIL 1, 1994 TO MARCH 31, 1997

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PREAMBLE

The parties entered into this agreement on the 19th day of June, 1994 retroactive to April 1, 1994 by and between the OCEAN COUNTY BOARD OF HEALTH, hereinafter referred to as the "Board" or the "Employer" and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 14, A.F.L.-C.I.O.-C.L.C., hereinafter referred to as the "Union" representing Public Health Nurse Supervisor and Assistant Public Health Nurse Supervisor employees of the Board.

ARTICLE 1 RECOGNITION

SECTION 1. The Board hereby recognizes the Office and Professional Employees International Union, Local 14, A.F.L.-C.I.O.-C.L.C. as the sole and exclusive bargaining agent for collective negotiations purposes concerning salaries, hours and other terms and conditions of employment for all full-time personnel holding the title of: Public Health Nurse Supervisor and Assistant Public Health Nurse Supervisor and regular part-time employees in the same titles whose regular schedules consist of more than twenty (20) hours in a regular full-time work week, as employed by the Board and excluding all other employees including Division Heads, other Supervisory Personnel, Managerial Executives, Confidential Personnel, Non-Professional, Secretarial and Clerical Personnel, Security Personnel, Craft Employees and all T-120 or other non-regular employees.

SECTION 2. Unless otherwise indicated, the terms "employee" or "employees" when used in this agreement refer to all persons represented by the Union in the above defined negotiating unit.

ARTICLE 2 NO STRIKE CLAUSE

A. It is recognized that the need for continued and uninterrupted operation of the Governing Body's departments is of paramount importance to the citizens of the Community and that there should be no interference with such operations.

B. The Union covenants and agrees that during the term of this agreement neither the Union or any members of the Union, or any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk-out or other job action against the employer. The Union agrees that any such action will constitute a material breach of this agreement on the part of the Union, its members and members of the bargaining unit.

C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.

D. Any activity enumerated above on the part of a Union member or a member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the employer.

ARTICLE 3 **MANAGEMENT RIGHTS**

A. The Board hereby retains and reserves onto 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 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 services 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, consolidate or abolish 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.

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.

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

C. 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 4 **WORK SCHEDULE**

SECTION 1. The regular work week for all employees covered by this agreement shall consist of not more than forty (40) hours, on a schedule of not more than eight (8) hours per day, exclusive of the lunch period, in any seven (7) day period.

SECTION 2. The normal work hours for all employees covered by this agreement shall be 8:00 a.m. to 5:00 p.m. unless otherwise scheduled by the Board.

SECTION 3. The regular work hours for all employees covered by this agreement may be changed or adjusted when a two week notice is given in writing to the affected employee. Management reserves the right to make such changes and management decisions on such changes shall be final and binding. At the employer's discretion when requested by the employee normal work hours may be changed to the benefit of both parties.

SECTION 4. Any person covered by this agreement who is assigned or authorized to work hours other than the regular scheduled hours, as permitted in Section 3 above, shall receive either compensatory time or overtime as per Article 5 of this agreement.

ARTICLE 5
OVERTIME

SECTION 1. Overtime work must be approved in advance by the Director of Public Health Nurses. Authorized overtime may only occur after the regular hours in the day or week, as specified in Article 4, have been completed. If an employee is required by his/her supervisor to work in excess of eight (8) hours in one day or of forty (40) hours in one (1) work week then the employee shall be entitled to the following compensation:

A. One and one half hours of paid time for each hour of overtime worked after (8) eight hours. For each hour of overtime worked on the employee's scheduled days off and Board holidays, the employee shall be paid overtime dollars at the rate of one and one-half (1 1/2) time. At the employer's discretion when requested by the employee compensatory time may be awarded in lieu of paid time.

B. On-call pay shall be compensated in the following manner: \$30.00 for one (1) week or seven (7) days of on-call status to consist of one (1) hour Monday through Friday. Employees designated and scheduled for weekend and holiday stand-by shall be available on-call until 10:30 a.m.

SECTION 2. All compensatory time must be approved by the employee's supervisor and will be earned in accordance with existing agency policy. Compensatory time shall be taken with the mutual agreement between the employee and his/her immediate supervisor with a minimum twenty-four (24) hour notice to the employee's supervisor that the employee intends to take a specific amount of compensatory time off. No time off may be taken unless the supervisor receives and approves said notice.

SECTION 3. Nursing Supervisors will be back-up to the Hospice Program with the four supervisors having the least seniority being required on a rotation to back-up nursing personnel assigned to the Hospice Program.

Compensation for back-up services shall be the current rate in effect at the time of service plus five dollars per shift. The per visit rate will be the current rate in effect at the time of service. A car shall be provided as needed. However, the Board shall provide for a guarantee of at least two (2) hours of pay if a Nursing Supervisor has to go out on a visit. Also, she will be permitted to report to work at 11:00 a.m. the following workday and be paid for a full day.

ARTICLE 6
RATES OF PAY

The salary increases for all employees covered by this agreement shall be as set forth in Article 27.

ARTICLE 7
JURY DUTY

Employees shall be granted a leave of absence without loss of pay any time they are required or summoned to report for jury duty or jury service as prescribed by applicable law. Any jury duty fees received by the employee must be signed over to the Health Board.

ARTICLE 8
MATERNITY LEAVE

Maternity leave should be granted as leaves without pay for a period not to exceed a total of four (4) consecutive months. If a medical problem arises which would necessitate a request for an extension of such leave, such a problem should be made known to the Health Board Administrator in writing. The Health Board Administrator should then submit, for further approval, the extension of leave to the Health Board. All leave of absence requests and actual leaves shall at a minimum conform to all Federal and State rule, regulation and law.

ARTICLE 9
UNPAID LEAVE

Leave of absence without pay for a period of up to six (6) months may be granted for any reasonable purpose to permanent employees and such leave may be extended or renewed for an additional six (6) months at the discretion of the Board. All leave of absence requests and actual leaves shall at a minimum conform to all Federal and State rule, regulation and law.

ARTICLE 10
VACATION

The Board's vacation plan schedule is as follows:

Start of 1st year through end of 4th year: 12 days/yr., 1 day/mo.

Start of 5th year through end of 11th year: 15 days/yr., 1 1/4 day

Start of 12th year through end of 19th year: 20 days/yr., 1 2/3 day

Start of 20th year and over: 25 days/year

Each employee will be informed of his/her vacation time through utilization of the Board's computer system. Any employee leaving the service of the Board, shall have unused vacation time paid on a prorated basis of one (1) day for each month of service. Unearned vacation time used will be deducted from the employee's last pay, if separation of service occurs. Employees serving on a leave of absence without pay do not accrue vacation benefits.

ARTICLE 11
MILITARY LEAVE

Military leave of absence will be granted in accordance with existing New Jersey State Civil Service regulations on such matters. Persons requesting this leave must give two (2) weeks notice to the Agency and such leave shall only be granted if the type of leave requested is mandatory under the statute.

ARTICLE 12
HEALTH BENEFITS

I. 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 first of the month following three (3) full months of employment.

Effective July 1, 1991 the eligible employee shall have the option of choosing between the following plans:

A. The Ocean County Board of Health Program.

B. Such HMO (Health Maintenance Organization) programs available 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 full year.

The Board reserves the right to change the carrier for these benefits at its discretion. However, such a change shall not result in a decrease in benefits to the employees in this agreement. A new plan will be equivalent or better than the present plan.

II. Extended Health Benefits:

The Board agrees to continue Hospital, Surgical, and Major Medical Benefits in accordance with terms of this agreements, for members of this bargaining unit who take a P.E.R.S. retirement in accordance with N.J.S.A. 40A:10-23 et seq. or successor legislation and regulation. After retirement with twenty-five (25) years or more of service with this Board, this coverage will continue at no cost to the employee through the balance of the calendar year during which the PERS retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retired in April 1996, extended coverage will continue through December 31, 1998.

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 to notify the Board of any changes in individual circumstances which may permit a reduced level of coverage.

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

III. Family Dental Plan:

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.

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 \$1,500.00. 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 Board 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%

IV. Vision Care:

Permanent full-time employees covered by this agreement shall be eligible effective April 1, 1986 for the Board's vision care program. The purpose of this program is to provide an optical examination by a County selected physician. If the County selected physician determines that eyeglasses are necessary, then the County will provide eyeglasses in accordance with its contract with Vision Care Associates, Inc. or other provider. It is also agreed that replacement eyeglasses will be supplied for existing glasses broken on the job if the broken pair is surrendered and a County Incident Report is filed by the employee.

V. Family Prescription Plan:

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. Coverage will be for the employee, spouse, and children to age 23 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

ARTICLE 13
RULES AND REGULATIONS

The Board reserves the right to revise or change the existing work rules during the term of this agreement. However, if the Board proposes a change in work rules the Union shall be notified of the proposed change at least fifteen (15) calendar days prior to the implementation of the change. The Union shall be allowed ten (10) calendar days to consider the proposed change and make any advisory recommendations it may have to the Board. The Union agrees that the decision of the Board on such changes shall be final and binding.

ARTICLE 14
GRIEVANCE PROCEDURE

I. Purpose:

The purpose of the grievance shall be to settle all grievances between the Board and the Union as quickly as possible so as to insure the efficiency of the Agency and to maintain employee morale.

II. Definitions:

A. A "grievance" is an allegation by an employee or the Union that a specific provision of this agreement has been violated, misinterpreted or misapplied. These grievances only may be submitted to binding arbitration as a final step in the procedure.

B. All other allegations that there has been a violation, a misinterpretation or misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the Public Health Coordinator level, and the Public Health Coordinator'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 right.

D. A "grievant" is an employee who files a grievance.

E. "Representative" is a person or agent designated to represent either party in this procedure.

F. "Day" means calendar day.

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

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

I. "Group grievance" is the same or similar formal grievance by two (2) or more employees each in the same department.

III. Procedures:

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

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

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

E. A grievant shall be permitted a representative at all levels of the procedure and witnesses, provided request for witnesses are filed two (2) days prior to the date required so that witnesses may be released from their work unit.

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

G. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.

H. Class grievances shall be filed at Step 3 within ten (10) days of the occurrence of a class grievance.

IV. Processing:

A. Time Limit - The grievant must make the grievance known, at the first step of the procedure, within fifteen (15) days of the occurrence of the alleged grievance. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1 - A grievance shall first be informally discussed with the appropriate supervisor and/or a member of the administrative staff. If the informal discussion does not resolve the problem within three (3) work days and a grievance still exists, the grievant may invoke the formal grievance procedure.

C. Step 2 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Director of Nursing. The Director of Nursing

and/or his/her designee will review the grievance, investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission of the grievance form.

D. Step 3 - If the grievant is dissatisfied with the response of the Director of Nursing the grievant and/or his/her representative may appeal such response in writing to the Public Health Coordinator, within seven (7) days of receipt of the response of the Director of Nursing. The Public Health Coordinator shall review the matter and respond in writing to the grievant within seven (7) days of receipt of the grievance at Step 3.

E. Step 4 - If the grievant is still dissatisfied with the answer received from the Public Health Coordinator and the grievance is a matter of a contract violation, then the grievance may be submitted in writing to The American Arbitration Association.

(a) Within twenty (20) days of the decision of the Public Health Coordinator, a grievant may request arbitration of the grievance by giving notice to the Public Health Coordinator of the grievant's continued disagreement with the Health Board.

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

(c) The arbitrator shall have no power to add to, subtract from or alter the language of this agreement. He/she shall have no power to make an award inconsistent with law. The arbitrator shall rule only on the interpretation of the clause of the agreement involved.

(d) The arbitrator shall not have the power to make an award or in any matter which is not within the Board's power to implement, including monetary awards which require appropriation from governmental agencies other than the Board.

(e) 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.

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

V. General Provisions:

A. The President of the Union, or his/her authorized representative may report a potential grievance to a department administrator in an effort to forestall its occurrence.

B. Nothing herein shall prevent any employee from processing his/her own grievance, provided that the Union representative may be present as an observer at any hearing on the individual's grievance.

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

D. 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.

E. All records of grievance processing shall be filed outside of the regular personnel file of the grievant's.

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

G. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and shall be held at a mutually agreeable place.

H. The Board agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative who is an employee of the Board throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Public Health Coordinator.

I. Once an employee elects to utilize this grievance procedure, then this grievance procedure shall serve as the sole route for the resolution of any particular grievance. The employee cannot stop processing the grievance through this grievance procedure, once it has been submitted unless the employee completely withdraws the grievance with prejudice to any future submission. This action shall serve as an election of remedies on the part of the employee.

ARTICLE 15 **NEGOTIATION PROCEDURES**

Meetings which are scheduled by the Board between representatives of the Board and members of the Union for the purpose of conducting negotiations on terms of the agreement, the handling of grievances as described herein, fact finding, mediation and arbitration should be scheduled on Board time whenever practicable.

ARTICLE 16 **FULLY-BARGAINED CLAUSE**

The parties agree that they have fully-bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the

subject of negotiations. There shall be no new negotiations on any such matters during the term of this agreement.

ARTICLE 17
DUES CHECKOFF

The employer agrees to deduct from the earnings of each employee union member dues, initiation fees and special assessments when said employee has properly authorized such deductions 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 Board in reliance upon salary deduction authorization cards submitted by the Union to the Board. The Board 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 and deductees will be forwarded annually.

ARTICLE 18
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 19
SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire.

Sick leave shall accumulate 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 Workers Compensation shall not be charged to sick leave as long as the Workers Compensation claim is awarded. Any holidays occurring during a period of sick leave shall not be chargeable to sick leave as long as those holidays are part of the Board's annual holiday schedule. An employee whose absence continued after all credited sick leave days have been exhausted shall use available vacation days before reverting to and being placed in a "no pay" status.

B. In the event an employee does not utilize any sick time during the calendar year, from January 1 through December 31, that employee shall receive a bonus in the amount of 3 days of that employee's pay. In the event the employee shall utilize not more than 3 sick days, said employee shall receive 2 days' pay as a bonus, and if an

employee uses more than 3 but not more than 6 days, that employee shall receive a bonus of 1 day's pay. The method of payment shall be by an addition to the regular paycheck payable in April following the preceding year.

C. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

D. The employer may require an employee, who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the employer, by a physician designated by the employer. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

E. The Board shall pay accumulated sick leave in accordance with State statute. The Board shall pay one-half the accumulated sick time up to the maximum allowed by State law.

ARTICLE 20 **LONGEVITY**

All personnel covered by this agreement and hired prior to April 1, 1995 shall be eligible for the following longevity adjustments to salary upon completion of the official service periods shown as follows:

7 years	=	3.0%
12 years	=	4.6%
17 years	=	5.7%
22 years	=	6.5%
27 years	=	7.3%

The additional longevity compensation shall be paid to the employee by the payroll department in the first possible payroll period after the anniversary date of the employee occurs on the basis of the above longevity anniversary schedule.

All employees hired on or after April 1, 1995 shall not be eligible for longevity pay.

ARTICLE 21 **BEREAVEMENT LEAVE**

All employees shall receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt, and uncle and any other member of the immediate household. Such leave shall be separate and distinct

from any other leave. All such leaves will not be taken until the immediate supervisor is notified of the instance of bereavement.

ARTICLE 22
TEMPORARY ASSIGNMENT

Any employee covered by this agreement who is required to work in a higher job classification than his/her present job classification for a period in excess of three (3) consecutive working days, shall receive either the rate of pay of the person he/she is replacing or the rate of pay which he/she is presently receiving in his/her present job classification, whichever is higher; such pay shall begin on the fourth (4th) consecutive working day in the temporary assignment.

ARTICLE 23
PERSONAL DAYS

Employees may be permitted up to three (3) days per calendar year for important personal business which cannot be accommodated in normal off-duty hours and over which the employee has little or no scheduling control, e.g. funeral of a friend or relative, closing on a house sale, religious holiday, etc. Personal leave may not be used for illness absences nor be accumulated from year to year. A newly hired employee shall be entitled to such personal leave days in a calendar year based upon a pro-rata application of his/her months of employment in that calendar year to the twelve month period. (e.g. four (4) months of employment earns one (1) personal leave day). A departing employee who has utilized and been paid for more than the number of personal leave days earned shall be required to refund the unearned portion to the Department.

Personal leave must be applied for at least forty-eight (48) hours in advance of the leave date except in cases of emergency. Approval of such personal leave is subject to management's consideration of impact upon operational requirements and the validity/urgency of the reason for the request.

ARTICLE 24
HOLIDAYS

SECTION 1. The following days are recognized holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Fourth of July	Christmas Day

SECTION 2. The Board will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders issues an official proclamation granting a state and county holiday.

ARTICLE 25
TRANSPORTATION, CAR USAGE AND MILEAGE ALLOWANCE

All employees in this bargaining unit must observe all of the requirements and restrictions of the Ocean County Board of Health transportation and vehicle use policy.

Employees in this bargaining unit who are required by the Board to utilize their personal vehicles on Board business shall be so reimbursed as follows:

1. Twenty-five cents (25 cents) per mile for each mile traveled in accordance with existing Board policy. This mileage allowance will only be paid when proper Board mileage vouchers are filed in accordance with existing Board policy. No employee may utilize his/her personal vehicle without the permission and direction of a Supervisor.

2. These employees must submit a copy of their existing insurance coverage and a voucher in the amount of dollars that they expend on maintaining excess liability coverage as required by the Health Board. The Health Board will only be responsible for that amount of the premium that is required as extended coverage under existing Health Board policy. The actual insurance policy, the carrier or agent, statement of actual cost of that portion of the coverage must be submitted with the voucher in accordance with existing county policy.

When employees are issued Board vehicles for their use such vehicles must be used in accordance with Board policy on such vehicle use. Any violation of such policy shall be a cause for disciplinary action by the Board.

ARTICLE 26
EDUCATIONAL REIMBURSEMENT

Section 1. Employees in this bargaining unit will be eligible for the educational reimbursement program enumerated below:

- (a) These provisions will apply to all employees in this bargaining unit.
- (b) Reimbursement for educational courses will be provided for permanent employees only.
- (c) The department head will approve of the courses in advance and certify that they are directly related to improving the performance of the Health Board employees in their job classification and that funds exist in the departmental budget for the expenses to be incurred.

(d) Courses taken will be offered by accredited institutions of higher learning.

(e) Reimbursement will be contingent upon successful completion of the course by a certification or grade report which will accompany the voucher. The amount of reimbursable direct education costs shall be the actual direct costs as billed, but not to exceed the respective rates as charged by Rutgers, the State University. This reimbursement restriction does not retroactively apply to employees whose academic programs had previously been approved by the Board.

(f) Except in unusual circumstances, approval will not be granted for courses which will require more than one (1) employee to be absent during normal work hours. Such absences may be charged against earned vacation and personal days.

(g) Health Board employees receiving academic degrees with all or a substantial portion of the expenses borne by the Health Board will be required to sign an agreement indicating that they will not leave the employment of the Health Board for a one year period after receiving their degree.

Section 2. Procedural Requirements:

(a) Prior to registration for the course, an application form will be filled out in triplicate by the applicant.

(b) If the department head approves the application, it will be forwarded to the Health Department Administrator. Upon approval by the Administrator, one (1) copy will be returned to the applicant, one (1) will go to the department head and one (1) will be retained in the personnel file of the applicant.

(c) Upon successful completion of the courses, the employee will prepare a voucher reflecting the costs incurred, i.e. registration fees, tuition, and books for the course work, excluding travel expenses, and attach the approved application form and documentation indicating successful completion of the course to the voucher.

(d) Notification will also be provided by the employee to the department head and the Administrator that the course has been successfully completed.

ARTICLE 27 **SALARIES**

A. The minimum starting salary for a Public Health Nurse Supervisor effective April 1, 1994 shall be \$35,500.00

B. Effective April 1, 1994 all employees hired as of April 19, 1994 shall receive a 4% rate of pay increase.

C. All employees shall receive a 4% increase effective April 1, 1995 if employed prior to December 31, 1994.

D. All employees shall receive a 4.5% increase effective April 1, 1996 if employed prior to December 31, 1995.

ARTICLE 28 **UNION LEAVE**

A total of ten (10) aggregate days per year may be utilized with the permission of the Health Administrator for Union business. Such leave shall include time off for Union business. Such leave shall include time off for Union meetings, conventions and other Union functions. Such time off shall include time for negotiation sessions, mediation and fact finding sessions.

The employee requesting such leave should file a written request for said leave at least forty-eight (48) hours in advance of the commencement of the leave. The leave may not commence without the permission of the Health Administrator.

ARTICLE 29 **SENIORITY**

A. All employees are to be notified of a job opening or vacancy prior to filling a position.

B. Seniority, is defined as continuous unbroken service with the employer for benefit purposes (longevity, vacation eligibility, etc.) and as continuous unbroken service with the employer as a Nurse Supervisor for seniority preference purposes (vacation scheduling, back-up to the Hospice Program, promotion(s), etc.)

Seniority preference 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 the employee 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 skills, ability and knowledge to perform the duties required by the higher rated job.

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

E. Vacations - Whenever more than one (1) employee requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when 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 the peak period of work for his/her department. Peak periods will be designated by the administration each year.

ARTICLE 30 **WORK PERFORMANCE**

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisor. This shall include, but not be limited to the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through Employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the authority of the Board to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Board.

ARTICLE 31 **PERFORMANCE EVALUATION**

The Employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion.

ARTICLE 32
PRODUCTIVITY

The Union agrees that it will cooperate with the Board and its agents in any productivity programs adopted by the Board concerning members of this bargaining unit. The Union agrees that it supports and will cooperate with all efforts of the Board to increase and improve productivity among members of this bargaining unit.

ARTICLE 33
AGENCY SHOP

The parties agree that for the term of this agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this agreement who is not a member of the O.P.E.I.U. shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this article. This provision shall be effective retroactive to July 1, 1980.

ARTICLE 34
CLOTHING MAINTENANCE ALLOWANCE

The annual Clothing Maintenance Allowance for employees shall be \$650.00 for the period April 1, 1994 to March 31, 1995, and \$650.00 for the period April 1, 1995 to March 31, 1996, and \$675.00 for the period April 1, 1996 to March 31, 1997. Said annual allowance shall be payable in the month of November to personnel actively employed as of October 1st of that year.

ARTICLE 35
PROFESSIONAL LIABILITY INSURANCE

The employer will extend full payment of the cost of the employer provided and employer selected insurance coverage that is currently in force covering all members of the Ocean County Health Department Nurses Bargaining Unit to the members of the Nurse Supervisors Unit. Such coverage shall remain in force for the duration of this agreement. The employer shall supply a copy of the professional liability insurance policy to the Union.

ARTICLE 36
COUNTY PHYSICALS

Employees covered by this agreement will not be required to pay for the Physician's services or any required "lab work" related to their physical that is required

by the County. The employee group and the Board shall mutually select a County Physician to conduct such physical exams on the Department's premises during normal working hours, whenever possible. Scheduling for physical exams will be arranged through the department.

ARTICLE 37
INCLEMENT WEATHER

At the discretion of the Public Health Coordinator, and upon his review, employees may request late start dispensation for up to one-half (1/2) hour due to inclement weather such as snow, storms, flooding, etc., that would pay the employee for that particular one-half (1/2) hour.

ARTICLE 38
DURATION OF AGREEMENT

The terms and conditions set forth in this agreement shall become effective on April 1, 1994, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1997, or until execution of a successor agreement.

ATTEST:

OCEAN COUNTY BOARD OF HEALTH

Kelvin P. Loebke

BY

[Signature]
Chairman

WITNESS:

CHIEF LABOR NEGOTIATOR

Kristina M. Duck

[Signature]

OCEAN COUNTY BOARD OF HEALTH

Kelvin P. Loebke

WITNESS:

O.P.E.I.U. REPRESENTATIVE

Barbara Silva

[Signature]

O.P.E.I.U. LOCAL #14

Barbara Silva

Jana Perito RD

O.P.E.I.U. LOCAL #14

[Signature] PWS

O.P.E.I.U. LOCAL #14
