

(J.m.)
Data Processing

CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OFFICE AND PROFESSIONAL EMPLOYEE INTERNATIONAL UNION

REPRESENTING

WHITE COLLAR SUPERVISORS

April 1, 1989 - March 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>NAME</u>	<u>PAGE</u>
I	PURPOSE	1
II	RECOGNITION OF THE UNION	1
III	MANAGEMENT RIGHTS	1
IV	NO STRIKE CLAUSE	3
V	GRIEVANCE PROCEDURE	3
VI	EMPLOYEE MANUALS	7
VII	NON-DISCRIMINATION	7
VIII	SENIORITY	7
IX	HOLIDAYS	8
X	LONGEVITY PAY	9
XI	BEREAVEMENT PROVISION	9
XII	PERSONAL LEAVE	9
XIII	DUES CHECKOFF	10
XIV	VACATION TIME	10
XV	SICK LEAVE	11
XVI	SICK LEAVE BUY-BACK PROGRAM	11
XVII	UNION LEAVE	12
XVIII	SEVERABILITY CLAUSE	12
XIX	PRODUCTIVITY	13
XX	WORK RULES	13
XXI	DISABILITY PLAN	13
XXII	PERFORMANCE EVALUATION	13
XXIII	VISION CARE	14
XXIV	AGENCY SHOP	14

ARTICLE	NAME	PAGE
XXV	JOB CLASSIFICATIONS	14
XXVI	HOSPITAL, SURGICAL, MAJOR MEDICAL	15
XXVII	EXTENDED HEALTH BENEFITS	15
XXVIII	FAMILY PRESCRIPTION PLAN	16
XXIX	FAMILY DENTAL PLAN	16
XXX	WORK HOURS	17
XXXI	MILEAGE	17
XXXII	RIGHTS & PRIVILEGES OF UNION	17
XXXIII	PREMIUM PAY	18
XXXIV	JAIL ASSIGNMENT PAY	18
XXXV	NIGHT DIFFERENTIAL	18
XXXVI	SALARY	19
XXXVII	FULLY BARGAINED CLAUSE	19
XXXVIII	DURATION	19



AGREEMENT

This Agreement, effective on the first day of April 1989, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board" or "County" and the Office and Professional Employees International Union, Local #14, A.F. of L. - C.I.O.-C.L.C., representing White Collar Supervisors hereinafter referred to as "Union."

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

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 Supervisors. 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

A. 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 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.

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

A. It is recognized that the need for continued and uninterrupted operation of the Board'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 nor any members of the Union, nor 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, walkout or other job action against the Board.

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 member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Board.

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 (2) or more employees each in the same department.

2. 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.

3. 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 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) work days after receipt of the written answer at the second step of the process by the grievant. The employee 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.

4. General Provisions

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

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

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

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

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 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

SENIORITY

A. Notice of job openings or vacancies within titles covered by this contract shall be posted prior to filling the 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 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 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 IX

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 an 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 (1 1/2x) for all hours worked plus one (1) day straight time wages for the paid holiday.

ARTICLE X

LONGEVITY PAY

Longevity pay for all classified permanent employees covered by this agreement 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 is effective September 1, 1987:

10 years	3.5% of base salary
15 years	4.6% of base salary
20 years	5.7% of base salary
25 years	6.0% of base salary
30 years	7.0% of base salary

Effective January 1, 1992, longevity pay for all classified permanent employees covered by this agreement will be based upon the schedule set forth below:

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

ARTICLE XI

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, grandparent, grandchild, uncle or aunt of the employee; and any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle, or grandparent.

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 decedent whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE XII

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. The employee must have the permission of his or her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative from one calendar year to the next.

ARTICLE XIII

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 XIV

VACATION TIME

Effective April 1, 1986:

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) months - 12 working days.
3. For an employee who has served forty-eight (48) months and one (1) day up to one hundred and thirty-two (132) months - fifteen (15) working days.
4. For an employee who has served one hundred and thirty-two (132) months and one (1) day up to two hundred and twenty-eight (228) months - twenty (20) working days.
5. For an employee who has served two hundred and twenty-eight (228) months and (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 XV

SICK LEAVE

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

Supervisors in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for unused sick days at retirement on the basis of one-half (1/2) pay for each earned and unused sick day to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

ARTICLE XVI

SICK LEAVE BUY-BACK PROGRAM

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

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

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

- *5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

How the Program Works:

1. During January of each year (beginning in 1990), an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.
2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with Civil Service rules and regulations.

*Waived during 1989.

ARTICLE XVII

UNION LEAVE

Members of the bargaining unit may use up to a total of twenty-two (22) 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. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business.

ARTICLE XVIII

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 XIX

PRODUCTIVITY

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

ARTICLE XX

WORK RULES

The Board of Chosen Freeholders may at its discretion adopt work rules for the efficient and orderly operation of its respective departments. The bargaining agent will be given a copy of any work rules fifteen (15) work days prior to the imposition of those rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) work days after receipt of the proposed work rules. The Board of Chosen Freeholders will consider the comments of the bargaining agent but the final adoption of the work rules will be a decision of the Board of Chosen Freeholders and the implementation of the work rules document will be left to the discretion of the Board of Chosen Freeholders and the County Administrator.

ARTICLE XXI

DISABILITY PLAN

All employees covered by this Agreement are eligible for coverage under the County's existing sixty (60) day disability plan. All of the conditions and controls under the plan are applicable to these employees.

ARTICLE XXII

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 XXIII

VISION CARE

Vision care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan", as administered by the Department of Insurance and Risk Management.

ARTICLE XXIV

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 on 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.

ARTICLE XXV

JOB CLASSIFICATIONS

A. White Collar Supervisors will normally work only in their designated classifications except in those circumstances where management designates that they should work in another classification or work circumstance. If a White Collar Supervisor must work in a higher job classification, either that of another White Collar Supervisor with more authority and responsibility or a manager, then the White Collar Supervisor shall receive the daily equivalent of the yearly base salary of the employee being replaced for each day worked in the higher title, so long as the work exists for more than two (2) consecutive days. Once a person has worked two (2) consecutive days, compensation under this article shall be retroactive to the first day of assignment.

If a White Collar Supervisor is required to work at a lower classification, the Supervisor shall receive his/her regular rate of pay.

B. Whenever a supervisor is promoted within the bargaining unit, he/she shall receive a promotional adjustment of six percent (6%) or the minimum for the higher title, whichever is greater, effective on the date of promotion.

C. A copy of resolutions creating new positions or abolishing old position within the unit, or resolutions which change the salary of members of this unit will be forwarded to the Union Business Manager.

ARTICLE XXVI

HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this Agreement 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.

Effective on or after April 1, 1989, when a member of this bargaining unit is granted the privilege of a leave of absence without pay for either illness or maternity, health coverage under Articles XXVI, XXVIII, and XXIX will continue at County expense for the balance of the month in which the leave is granted plus up to three (3) additional months. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

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

ARTICLE XXVII

EXTENDED HEALTH BENEFITS

The Board agrees to continue Blue Cross/Blue Shield, and Major Medical coverage, or Medigroup Shoreline HMO, or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement, plus Family Prescription Plan, for members of this bargaining unit who take a P.E.R.S. retirement after twenty-five (25) 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 1989, extended coverage will continue through December 1, 1991.

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.

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

ARTICLE XXVIII

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 23 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

ARTICLE XXIX

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 preventive 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 and periodontics, inlays, caps and crowns, oral surgery (ambulatory)	50%
Orthodontics (limited to \$800. per patient over a 5 year period)	50%

ARTICLE XXX

WORK HOURS

The work hours for White Collar Supervisors shall be as individually designated by the Board of Chosen Freeholders and the managerial executives to whom White Collar Supervisors report.

However, the parties further recognize that optimum efficiency and productivity may require the establishment of a longer work week for selected White Collar Supervisors. In that event, the opportunity to work a longer work week will be offered to White Collar Supervisors 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 Supervisors whose work week is extended shall receive a base salary increase of seven and one-half percent (7.5%) for each two and one-half (2 1/2) hour per week extension.

All White Collar Supervisors 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

MILEAGE

Any Supervisor who is required in the performance of his/her regular duties to utilize his/her personal vehicle for County business, will be reimbursed in accordance with the existing County policy of mileage at the time of usage. All Supervisors will report their mileage on the appropriate County form and will use the appropriate mileage voucher as prepared by the County for submission.

ARTICLE XXXII

RIGHTS AND PRIVILEGES OF THE UNION

A. The employer agrees to make available to the Union all available public information concerning negotiable matters between the County and the Union necessary to process any grievance or complaint. All requests shall be made through the Employee Relations Department. No confidential labor relations information shall be made available at any time to the Union if the disclosure of same would in any way undermine the bargaining position of the County.

B. Whenever any representative of the Union or a supervisor is mutually agreed by the County and the Union to participate during working hours in negotiations, grievance procedures, labor relations, conferences or meetings, he/she shall suffer no loss in pay. The person involved has the responsibility of notifying the employee's immediate supervisor.

C. The Union has the right to utilize any supervisory bulletin board that currently exists and inter-office mail facilities of the County to contact members of the bargaining unit.

ARTICLE XXXIII

PREMIUM PAY (str)

All employees shall be expected to complete their work in the time allotted during the normal working day. Any employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of time and one-half (1 1/2x) of the employee's base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours of work in any scheduled work week.

Employees on a thirty-two and one-half (32 1/2) hour work week shall receive compensatory time on a one (1) hour for one (1) hour basis up to the forty (40) hour per week maximum or straight time pay in accordance with the prevailing practice. Thereafter, employees shall receive overtime compensation at the rate of time and one-half.

ARTICLE XXXIV

JAIL ASSIGNMENT PAY

Jail Assignment Pay shall be provided to members of this bargaining unit employed within the Department of Corrections who work in the Justice Complex. Eligible employees shall receive additional compensation of \$750.00 per annum, prorated for the number of hours actually worked in that facility.

ARTICLE XXXV

NIGHT DIFFERENTIAL

Employees covered by this Agreement shall be eligible for a six percent (6%) night differential if they are scheduled to work a "B" or "C" shift. Any shift starting subsequent to 3:30 p.m. will be considered a "B" or "C" shift.

ARTICLE XXXVI

SALARY

A. Effective April 1, 1989, the minimum salary for White Collar Supervisors covered by this collective bargaining agreement shall be \$19,700.

B. Effective April 1, 1989, employees who work a thirty-two and one-half (32 1/2) hour work week-or a thirty-five (35) hour work week shall receive a base salary adjustment of \$1,660.

C. Effective April 1, 1989, employees who work a thirty-seven and one-half (37 1/2) hour work week shall receive a base salary adjustment of \$1,775.

D. Effective April 1, 1989, employees who work a forty (40) hour work week shall receive a base salary adjustment of \$1,900.

E. Effective April 1, 1990, employees in the bargaining unit shall receive a 6.75% increase in base salary.

F. Effective April 1, 1991, employees in the bargaining unit shall receive a 6.75% increase in base salary.

G. If the cost of living, as determined by the Philadelphia All Urban Consumer Price Index, rises more than 8.0% during the period 1/1/91 through 12/31/91, each eligible member shall receive an adjustment in base salary equal to the difference between 8.0% and the CPI. These payments, if applicable, shall be made on or about March 15, 1992, retroactive to April 1, 1991, to those who were members of the bargaining unit prior to April 1, 1991.

ARTICLE XXXVII

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 XXXVIII

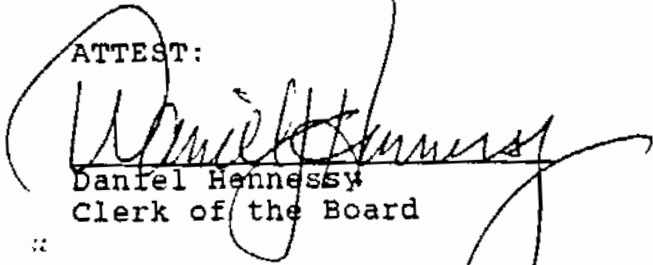
DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 1989, except for those Articles which

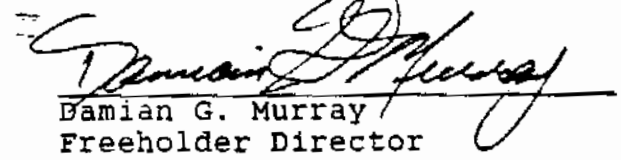
contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1992, or until execution of a successor agreement.

IT WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this _____ day of _____, 1989.

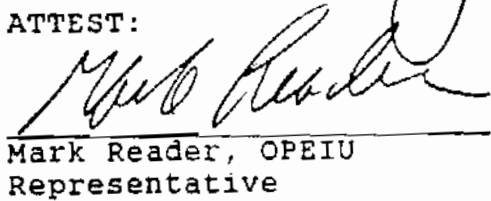
ATTEST:


Daniel Hennessy
Clerk of the Board


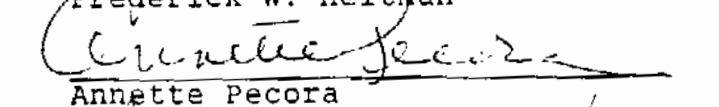

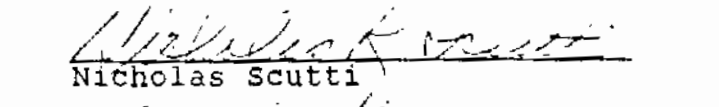
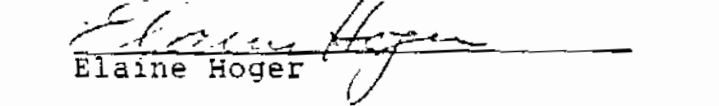
FOR THE OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS


Damian G. Murray
Freeholder Director

ATTEST:


Mark Reader, OPEIU
Representative

FOR THE O.P.E.I.U., Local #14


Frederick W. Heitman

Annette Pecora

Irene Hooper

Nicholas Scutti

Elaine Hoger

RIDER
TO CONTRACT BETWEEN
OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
WHITE COLLAR SUPERVISORS (O.P.E.I.U.)

ARTICLE I

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 employees of Data Processing Department with the exception of managerial employees, or employees whose titles are more appropriately assigned to other collective bargaining units. 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 II

It is the understanding of the parties that the employees described in Article I hereof are to enjoy the same rights, benefits, terms and conditions of employment as set forth in the collective bargaining agreement between the Ocean County Board of Chosen Freeholders and the White Collar Supervisors, represented by O.P.E.I.U., Local #14, A.F.L.-C.I.O.-C.L.C.; with the exception of those pertaining to premium pay, which will continue to be applied in accordance with the existing practice within the Data Processing Department.

ARTICLE III

Night differential of six percent (6%) will be paid to any covered employee whose permanent shift begins after 3:30 p.m.

ARTICLE IV

Effective 4/1/89, all employees covered by this Rider will work a thirty-five (35) hour work week. For this, each employee shall receive a four percent (4%) adjustment plus \$750.00 before the application of the 1989 salary increase set forth in Article XXXVI. On April 1, 1989, after the application of the 4/1/89 salary increase and work week adjustment set forth in Article XXXVI, the following Data Processing employees will receive salary adjustments in accordance with the schedule set forth below.

Debra Saunders	\$900.00
Craig Johnson	\$750.00
Daniel DeLorenzo	\$750.00
Brenda Savoy	\$750.00
Tracey Timony	\$750.00
Lori DeRosa	\$250.00
Theresa Walczak	\$250.00
Bela Shadra	\$250.00
Joseph Marino	\$150.00
Sue Lytle	\$100.00
Peter Laib	\$100.00

Effective April 1, 1990, after the application of the 4/1/90 salary increase set forth in Article XXXVI, the following Data Processing employees will receive salary adjustment in accordance with the schedule set forth below.

Mary Feerch	\$275.00
Frances Camporeale	\$275.00
Elaine Hoger	\$275.00
Gregg Laughinghouse	\$275.00
Nicholas Scutti	\$275.00
Craig Johnson	\$225.00
Brenda Savoy	\$225.00
Debra Saunders	\$225.00
Luanne Stout	\$225.00
Daniel DeLorenzo	\$225.00

Effective April 1, 1989, Maureen McCarthy shall be increased to \$15,250. inclusive of the 1989 adjustment for increase in the work week to 35 hours.

ARTICLE VI

Effective April 1, 1989, salary ranges for Data Processing titles shall be as follows:

Computer Operator Trainee Control Clerk Sr. Data Entry Machine Operator	\$13,500. - \$17,500.
Data Processing Programmer Trainee Computer Operator Sr. Control Clerk	\$15,000. - \$20,000.
Data Processing Programmer Sr. Computer Operator Prin. Data Control Clerk Data/Voice Comm. Coordinator	\$17,000. - \$30,000.
Sr. Data Processing Programmer Systems Analyst Data Processing Systems Programmer	\$20,000. - \$32,000.

Sr. Systems Analyst \$25,000. - \$36,000.
Sr. Data Processing Systems
Programmer

Principal Systems Analyst \$30,000. - \$40,000.
Mgmt. Info. System Spec./SU

801

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 1991

MEMORANDUM OF UNDERSTANDING

BETWEEN

RUTGERS UNIVERSITY

COUNTY OF OCEAN

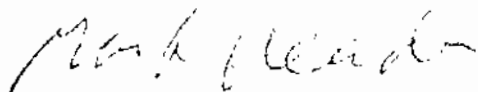
AND

THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

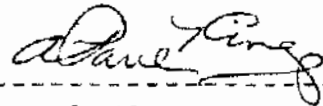
LOCAL 14, A. F. OF L. - C. I. O. - C. L. C.

The parties agree that modifications to Article XXX Promotional Remuneration were necessary and appropriate in that the Article was illegal under the State Fair Labor Practices. In order to resolve the issues raised by the above, the parties agree to retroactively increase the promotional remuneration made to Ms. Vera Euler and Ms. Elizabeth Nash, effective July 18, 1991, to eight percent (8%). It is further agreed that effective this date, White Collar employees who are promoted to the White Collar Supervisor's unit receive the minimum salary for the higher title or a six percent (6%) increase, whichever is greater.

All parties acknowledge that this accommodation is unique and not intended to set a precedent.



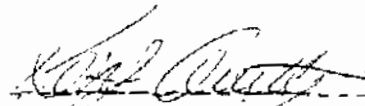
Mark Reader, Representative
O.P.E.I.U.



A. Paul King
Administrator



Pamela Moore, Chief Shop
Steward



Keith J. Goetting
Director, Employee Relations

Dated

September 5, 1991

OCT - 3 1991

100