

**CONTRACT**

**BETWEEN**

**THE OCEAN COUNTY BOARD OF CHOSEN  
FREEHOLDERS**

**SURROGATE'S OFFICE**

**AND**

**THE COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL 1088**

**(WHITE COLLAR EMPLOYEES)**

**CONTRACT PERIOD - JANUARY 1, 1995 - MARCH 31, 1997**

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## AGREEMENT

This Agreement, effective to the first day of \_\_\_\_\_, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as the "Board" or "County" and the Communications Workers of America, A.F. of L. - C.I.O. - C.L. C., representing White Collar employees hereinafter referred to as "Union."

### ARTICLE 1

#### PURPOSE

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

### ARTICLE 2

#### RECOGNITION OF UNION

The Board recognizes the Communications Workers of America, A. F. of L. - C.I.O. - C.L.C. as the exclusive representative of all White Collar employees within the Surrogate's Office excluding Surrogate, Deputy Surrogate, Chief Probate Clerk and staff attorney or employees represented by other unions. 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 3

#### 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. The term "grievance" does not include any claim or allegation involving a disciplinary action or discharge of any employee who is not a permanent employee as defined by N.J.A.C. 4A:1-1.3.

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 New Jersey Department of Personnel 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.

## 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 the 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.

All grievances shall be discussed with the immediate supervisor prior to submission of a written statement as required below. However, to be timely filed, the written statement required below must be filed within fifteen (15) work days of the occurrence of the grievance.

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 may request that the County Administrator schedule a hearing. Should the Administrator determine that a hearing is warranted, it 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 dissatisfied with the answer received from the County Administrator and the grievance is a matter of contract violations, 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 the receipt of such notice, the Union representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.

3. Within five (5) work days of the receipt of such lists, 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/she shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that do not 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.

10. An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided, however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, a single arbitrator shall be empowered to adjudicate all such grievances. It is expressly understood and agreed that the grievance procedure shall be the sole and exclusive remedy for all grievances which are arbitrable under this Agreement.

#### 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 the 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 grievance by the grievant, and one (1) Union representative. However, no employees or officials will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

ARTICLE 4

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 5

NON-DISCRIMINATION

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

ARTICLE 6

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 Year's 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. Employees working on any of the above days shall receive overtime pay at a rate of time and one-half ( 1 ½ x) for all hours worked plus one (1) day straight time wages.

ARTICLE 7

LONGEVITY PAY

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 8

BEREAVEMENT PROVISION

Section 1

All employees shall have up to three (3) days leave in the event of the death of a spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee; or 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.

Section 2

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen days from the date of death.



ARTICLE 9

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. Use of personal days shall require forty-eight (48) hours notice, except in the case of any emergency.

The employee must have the permission of his/her supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Personal Leave shall not be unreasonably denied.

For new employees in their first calendar year of service, Personal Leave shall be earned, in hours, as follows:

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

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

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

ARTICLE 10

DUES CHECKOFF

A. The Employer agrees to deduct from the base pay of each employee, who furnishes a written authorization for such deduction in a form to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C. 20001-2797, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.

B. The CWA agrees to indemnify and hold the County harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1. Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The County will immediately supply the Union a copy of any request to halt dues.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

#### ARTICLE 11

#### 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 CWA shall pay an agency shop fee up to the maximum allowed by law based on the dues, initiation fees, and special assessments of the Union. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the Union. The Union agrees to save the employer harmless, from any and all actions it takes under this Article.

#### ARTICLE 12

#### VACATION LEAVE

Vacation Leave will be granted to each full-time employee on the following basis:

1. For an employee with no more than twelve (12) months of service....one (1) day, in hours, for each calendar month employed.

2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years....twelve (12) working days, in hours, per year.

3. For an employee who has served four (4) years and one (1) day up to eleven (11) years....fifteen (15) working days, in hours, per year.

4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years....twenty (20) working days, in hours, per year.

5. For an employee who has served nineteen (19) years and one day....twenty-five (25) working days, in hours, per year.

New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three month period shall not be entitled to any leave accumulated during that time.

Each employee shall be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him/her on a pro-rated basis. If separation of service occurs, unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

### ARTICLE 13

#### SICK LEAVE

Sick Leave shall be accumulated at the rate of one and one-quarter (1 and 1/4) days per month, credited in hours, in the first twelve months of service, commencing on the first month or major portion thereof from day of hire. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, Sick Leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time.

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

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 hours, pro-rated, shall be credited to the employee in hours. If separation occurs before the end of the year and more Sick Leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave may accumulate from year to year with an additional fifteen (15) days credited in hours 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 eligible for coverage under the County's Reimbursement for Sick Days at Retirement Policy. This Policy provides for the reimbursement of unused sick hours at retirement on the basis of one-half 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 forms pertinent to the policy must be filled out and submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences.

ARTICLE 14

UNION LEAVE

Members of the bargaining unit may use up to a total of sixteen (16) aggregate days for Union business each contract year, eight (8) paid and eight (8) unpaid. Union Officers or Shop Stewards must request utilization of this leave to the Director of Employee Relations at least forty-eight (48) hours before it is to commence and, when taken, such leave shall not impede the operation of any County department. Use of paid Union Leave must directly pertain to the CWA White Collar Employees represented by this contract, union training, or union conferences. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

ARTICLE 15

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 16

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."

ARTICLE 17

OVERTIME

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 straight time wages up to forty (40) hours within the work week. Forty (40) hours or more will be paid at the rate of one and one-half (1 1/2x) times their base pay.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week, he/she shall receive overtime compensation for hours worked at the rate of one and one-half (1 1/2x) times the base hourly wage. This provision shall also apply to permanent part-time employees who are members of this bargaining unit.

## ARTICLE 18

### JOB CLASSIFICATION

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under the New Jersey Department of Personnel job descriptions.

B. An employee's permanent applicable job classification shall not include a combination of New Jersey Department of Personnel job descriptions.

C. Definitions of transfers and re-assignments shall be in accordance with those contained in the New Jersey Department of Personnel Rules promulgated on June 21, 1982.

D. If 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 the higher 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. 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 (2) day requirement has been satisfied.

## ARTICLE 19

### TUITION REIMBURSEMENT

A. Statement of Policy Conditions and Eligibility:

1. Permanent full-time employees may be eligible for tuition reimbursement of eighty (80) percent of tuition cost up to Five Hundred Dollars (\$500) per semester or One Thousand Dollars (\$1,000) per year.

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

3. The Department Head will approve of the courses in advance and certify that they are directly related to improving the performance of the County employee in his/her job classification and that funds exist in the departmental budget for the expenses to be incurred.

4. Courses taken will be offered by institutions of higher learning in New Jersey, vocational and adult schools, the Public Service Institute, and other courses sponsored by federal, state and local governments.

5. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report which will accompany the voucher. Successful completion is defined as a final grade of C or better.

6. Except in unusual circumstances approval will not be granted for courses which require the employee to be absent during the normal work hours for County employees.

7. The candidate for an Associate Degree, Bachelor Degree or an advanced degree who expects at least fifty percent of the expenses to be borne by the Ocean County government will be required to sign an agreement indicating that he/she will not leave the employment of the County government for a one-year period after receiving that degree.

B. Procedures:

1. Prior to registration for the course, application form ER134 will be filled out in triplicate by the employee.

2. The employee will indicate whether the course is in a degree or non-degree program.

3. If the department had approved the application, it will be forwarded to the Department of Employee Relations. Upon approval of the Department of Employee Relations one copy will be returned to the applicant, one to the Department Head, and one will be retained in the personnel file of the applicant.

4. Upon successful completion of the courses, the applicant will prepare a voucher reflecting the cost incurred for tuition and attach the approved application form and documentation indicating successful completion of the course to the voucher and forward to the Finance Department for payment.

5. Notification will also be provided by the employee to the Department Head and Department of Employee Relations that the course has been successfully completed.

ARTICLE 20

PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$1,100 effective on the date of promotion.

## ARTICLE 21

### 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 re-hired by said employer within one year 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) consecutive 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 the New Jersey Department of Personnel's laws and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by 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 administration, the employee with the greatest seniority shall be given preference. If the employee with the greater seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee 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 22

MILEAGE

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

ARTICLE 23

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 24

WORK HOURS

The parties recognize that bargaining unit employees have a regular work week of 35 hours which are Monday through Friday from 8:30 A.M. to 4:30 P.M. The length of the regular work week for any employee is individually designated by the Board of Chosen Freeholders and the managerial executives to whom the employee reports. Either party may request a change in this practice and such request is to be the subject of negotiations.

All CWA 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 25

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

All permanent or provisional employees covered by this agreement shall be permitted to enroll in health benefits two (2) months from their date of hire.

A. Effective April 1, 1994, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P. L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits. Qualified retirees shall be provided fully paid health insurance benefits pursuant to the provisions of Chapter 88, P. L. 1974 as the same may be amended from time to time.

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

C. An eligible employee may change his/her coverage from traditional type of coverage to the PPO or to an HMO, or vice versa, only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement. The Department of Employee Relations must be notified of any changes in individual circumstances which may permit a reduced level of coverage.

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

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

## ARTICLE 26

### FAMILY DENTAL PLAN

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 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.

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

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

#### ARTICLE 27

#### RIGHTS AND 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. Employees who are subject to interviews which they reasonably believe may lead to disciplinary action against them shall have the right to request the presence of a Union representative, at such interviews.

#### ARTICLE 28

#### SALARY

A. Effective January 1, 1995 and retroactive to that date, each employee in the bargaining unit shall receive an increase of \$190. Added to his/her December 31, 1994 base salary.

B. Effective April 1, 1995 and retroactive to that date, each employee in the bargaining unit shall receive an increase of \$750 added to his/her March 31, 1995 base salary.

C. Effective April 1, 1996 each employee in the bargaining unit shall receive an increase of three and one-half percent (3.5%) added to his/her March 31, 1996 base salary.

The increase provided for in Paragraph A above is due to the duration of the previous contract and the State assumption of the Superior Court excluding employees of the Surrogate.

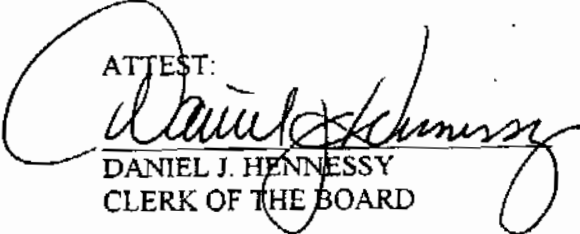
ARTICLE 29

DURATION


The terms and conditions set forth in this Agreement shall become effective on January 1, 1995, 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this day of January, 1996.

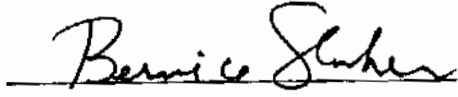
ATTEST:

  
DANIEL J. HENNESSY  
CLERK OF THE BOARD

FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

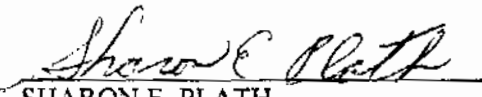
  
JOSEPH H. VICARI  
FREEHOLDER DIRECTOR

ATTEST:

  
BERNICE SLUSHER

FOR THE UNION

  
CALVIN W. MONEY  
CWA STAFF REPRESENTATIVE

  
SHARON E. PLATH  
PRESIDENT, LOCAL #1088

  
WILLIAM J. MAGLIOCCO

