

Contract # 917

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AGREEMENT

BETWEEN

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

COMMUNICATIONS WORKERS OF AMERICA

April 1, 1993 - March 31, 1996



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AGREEMENT

This collective bargaining agreement, executed this 7th day of December 1993, between the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, a public employer with its main office at Washington Street, Toms River, New Jersey, hereinafter referred to as the "Board" and the Communications Workers of America, comprised of Ocean County Blue Collar employees, hereinafter referred to as the "Union". Wherever the term "Blue Collar" or "Blue Collar Employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

ARTICLE 1

PURPOSE

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the Board and Union during the period April 1, 1993 through March 31, 1996 or until negotiation of a successor Agreement.

ARTICLE 2

RECOGNITION OF UNION

The Board recognizes the Communications Workers of America, as the exclusive representative of all Blue Collar employees as set forth in the certification of the elections held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the 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 those statutes. Pursuant to State law, the Board has granted an Agency Shop. Covered titles are listed in Appendix A.

ARTICLE 3

UNION RIGHTS

I. Access to Premises

Union representatives shall be admitted to County premises on Union business. Requests for such visits shall be directed with reasonable advance notice to the Employee Relations Director and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided such requests are approved, the representative shall have the opportunity to

consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift.

The above is not intended to restrict Union representatives from exercising their ordinary right as citizens as regards access to the public premises of the County.

II. Bulletin Boards

The Union will have access to bulletin boards in work areas where blue collar employees are employed. The Union may post notices of union activities and information pertinent to its collective bargaining relationship with the Blue Collar employees on these bulletin boards. Copies of information to be posted on the bulletin boards will be forwarded to the office of the Employee Relations Director.

III. Union Leave

Effective April 1, 1993, members of the bargaining unit may use up to a total of sixty (60) aggregate days for union business each contract year, forty (40) paid and twenty (20) 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 Blue 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.

IV. Dues Checkoff

1. The employer agrees to make deductions of monthly union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card by the Treasurer in accordance with the employer's normal payroll procedures.

2. The amount of dues to be deducted will be certified to the employer by the Secretary-Treasurer of the union. The amount of dues shall be changed as may be certified to the employer by the union at least thirty (30) days prior to the date on which the deduction of union dues is to be made.

3. In accordance with P.O. 1979, Ch. 477 as it relates to the Agency Shop provisions, a representation fee eighty-five percent (85%) shall be deducted from all non-union members. The

union agrees to implement a demand and return system set forth in the statute, and in addition, the union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability which may arise from the implementation of this article.

4. The employer agrees to remit such deductions to the union prior to the 10th day of the month following the month for which such deduction is made together with a list of employees from whose pay such deductions were made. However, the union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. Remittance shall be sent to the union c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington D.C. 20006.

5. Management agrees to forward to the union upon request a report containing the following information: employee's name, home address, job title, department, salary and other compensation.

ARTICLE 4

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the Laws and Constitution of the State of New Jersey and the United States of America; except as may be specifically modified by this Agreement. These rights will include, but not be limited to, full operation efficiency and productivity in the direction of the work force. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes, are hereby reserved by the Board as its management prerogatives and rights.

ARTICLE 5

NON-DISCRIMINATION

No employee will be discriminated against because of race, creed, color, religion, sex, sexual orientation, disability, union affiliation or age. No employee, because of sex, shall be denied or discriminated against in the employment of any job position within the bargaining unit or our agreement. No title shall be created to evade the employment of an individual because of sex in an existing job title and no discrimination in promotional opportunities shall be denied an individual because of sex.

ARTICLE 6

GRIEVANCE PROCEDURE

I. 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 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 a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the County Administrator 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 a 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 that directly involves two (2) or more people.

I. "Union grievance" is a formal grievance filed on behalf of one or more employees by the Union.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

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

C. Formal grievances and appeals shall be filing 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 as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. Any designated Union representative, whether he/she is on the County payroll or not, has the right to represent the grievant in any step of the grievance procedure.

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

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

I. Grievances may only be formally filed and processed by the Union through a shop steward, union officer, or union representative.

J. The Union and Director of Employee Relations may waive Step 1 by mutual agreement.

K. Time Limit - 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.

III. Processing

A. Informal Step - Grievances shall be presented by the steward or union representative to the immediate supervisor prior to submission to Step 1. The purpose for this step is to resolve problems through informal discussion at the lowest level possible.

B. Step 1 - The Department Head or designee shall hold a meeting within five (5) days of the filing of the grievance with the grievant and the steward or union representative in order that both parties discuss all the facts surrounding the grievance.

The grievant must file the written grievance within fifteen (15) working days of the occurrence of the grievance.

The Department Head shall render a decision in writing within five (5) work days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Department and the Local Union representative.

C. Step 2 - If the Union is dissatisfied with the answer submitted by the employee's Department Head at Step 1, then the Union representative may appeal the Department Head's written

answer within five (5) work days after receipt of the answer at step 1. Documentation should be forwarded with the grievance at the time of appeal to the Employee Relations Director.

The Employee Relations Director or his/her designee shall review the grievance appeal and investigate the facts. He/she may request a meeting of the parties to clarify issues. He/she shall submit a written answer to the grievant within seven (7) work days of the submission of the grievance to Step 2.

D. Step 3 - If the Union is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the Union representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at Step 2.

The County Administrator or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission of the grievance to Step 3.

E. Step 4 - If the Union is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of alleged contract violation, then the grievance may be submitted to arbitration.

1. Within twenty (20) days of the decision of the County Administrator, the Union may request arbitration of the grievance by filing notice with the Director of Employee Relations.

2. Within five (5) days of such notice, the Union shall request a list of arbitrators from the N.J. Public Employment Relations Commission.

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

4. 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 he/she 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.

5. 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 of Chosen Freeholders.

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

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

IV. General Provisions

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

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

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

4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Union will distribute the forms as required.

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

6. 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 Employee Relations Director.

ARTICLE 7

DISCIPLINE

A. It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, the progressive steps of discipline set forth in the Personnel Handbook; i.e., personal interview, written reprimand, suspension without pay, and dismissal, will ordinarily be followed. In certain severe instances, it may be necessary to bypass one or more of the preliminary steps or combine one or more steps in order to impose suspension or dismissal of an employee as provided by the New Jersey Department of Personnel regulations.

B. No employee shall be disciplined without just cause. The Union will be informed within 48 hours by mail or "FAX", whichever is more feasible, when major discipline of any nature is to be imposed. Any allegation regarding minor discipline shall be subject to the grievance procedure with the following provisions:

a. Arbitrators' decisions on disciplinary actions shall only be advisory in nature, and in no way bind the parties.

b. The advisory arbitration step can only be waived by mutual agreement.

c. The loser shall pay the full cost of the arbitration.

C. Effective upon completion of this agreement, if an employee is summoned to a meeting which s/he reasonably fears will lead to disciplinary action, s/he shall have the right to have a Steward or a Union Representative at the meeting.

ARTICLE 8

JOB CLASSIFICATIONS

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

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

C. Effective upon execution of this Agreement, if an employee is assigned to perform work in a job classification higher than his/her regular title for three (3) or more complete and consecutive work days, he/she shall be compensated at the rate of \$1.00 per hour (\$8.00 per day) higher than his/her regular base wage for all complete work days retroactive to the first day of out-of-title work in the higher classification, regardless of which title is being temporarily filled.

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

ARTICLE 9

SENIORITY

A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days. Every employee who responds to a posting for a promotion shall receive a written notice of acceptance or rejection for the promotion and, in the case of rejection, an explanation of that decision.

B. Seniority, which is defined as continuous unbroken service with the employer, will be given the major consideration by the employer, with respect to promotions; however, service will be considered broken, for purposes 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 of the work force of the Board.

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

6. Should an employee be laid off for more than six (6) months provided that the Board has a right to recall such employees within nine (9) calendar months of the date of their initial layoff.

C. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by the New Jersey Department of Personnel and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.

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, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority in the next lower rated job title, shall be given preference. If the employee with the greatest seniority cannot perform the highest rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be next eligible.

E. Lateral Transfers - A permanent job opening shall not be deemed to occur when a vacancy exists at a particular job level, until all employees at that job level have had the opportunity to transfer to fill the vacancy within five (5) days following the posting of notice of vacancy. Lateral transfers at the same job location shall be limited to once per contract year. Lateral transfers to a different job location are permitted in accordance with the current practice. Requests for lateral transfers may be made to the Department Head in writing and shall state the reason the request is being made.

F. Transfers - No employee shall be transferred without reason or cause and shall be granted a two (2) day notice in which to reply to any notice of transfer. An employee may discuss any transfer with his/her immediate supervisor or the Employee Relations Director. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Employee Relations Director decides not to transfer the employee, then the vacancy shall be filled through provisions established through the job posting procedure as agreed to in this contract.

G. Job Postings - A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such period of time, the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Employee Relations Director shall have the right, at his/her discretion, to fill any temporary job opening, by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Employee Relations Director, may in his/her discretion, fill such permanent job opening or vacancy. In the event an opening is not filled within ninety (90) days, it shall be re-posted.

ARTICLE 10

HOURS OF WORK AND OVERTIME

The following guidelines shall apply unless there are specific provisions to the contrary. The Employee Relations Department shall notify the Union in writing of any permanent or temporary change in existing shifts.

I. Hours of Work:

Regular hours of work for all blue collar workers, unless otherwise modified in this Agreement, shall be:

7:00 a.m. to 3:30 p.m. - "A" shift
3:30 p.m. to 12:00 p.m. - "B" shift
11:30 p.m. to 8:00 a.m. - "C" shift

Between Memorial Day and Labor Day, work hours may be changed by the Department Head/designee. Such changes shall be communicated to the Union in writing fourteen (14) days prior to the change, the Union may disapprove said change within seven (7) days.

Effective October 14, 1985, the hours of work for CWA employees working in the specified departments of County government were permanently fixed from 7:00am to 3:30pm. This change eliminated the seasonal adjustments in working hours which had previously existed. Departments which were either partially or totally affected are Roads, Bridges and Vehicle Maintenance (Manahawkin Garage). The working hours of all other CWA employees will remain unchanged except as modified in accordance with this Agreement.

A. Meal Break: All workers shall receive a 30 minute unpaid lunch period, unless otherwise noted in this agreement.

B. Rest Break: All workers shall receive a 15 minute break during every four hour period worked, unless otherwise noted in this Agreement.

C. Wash-up Time: All workers shall be granted a 15 minute wash-up time immediately preceding lunch and the end of the work day, unless otherwise noted in this Agreement.

D. All workers working the 8:00am to 4:30pm shift shall receive a 30 minute unpaid lunch period.

E. All full-time workers working a shift other than 8:00am to 4:30pm shall receive a 30 minute meal break without pay.

II. Overtime

A. Regular or Scheduled 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 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.

B. Holiday Overtime: If an employee is required to work on a County recognized holiday, s/he shall receive time and one-half (1-1/2x) for all hours worked plus one (1) day straight time wages for the holiday. If an employee should work beyond a normal eight (8) hour shift, he shall be paid double time and one-half (2-1/2x) for those hours worked.

C. Emergency Overtime: When emergency overtime assignments are necessary on days other than normally scheduled work days, i.e., weekends or holidays, the so-called "normal shift" customarily worked by those employees is not a factor in determining the applicable rate of pay. In other words, work days are treated the same for payroll purposes regardless of the time of day or night they occur.

III. Call-In Pay

A. Effective upon execution of this agreement, Blue Collar employees who are called-in to work will not be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in, provided that the response time to his/her designated work site is reasonable. For the purposes of this Agreement, the term "reasonable" is hereby defined as forty-five (45) minutes or less. For those who respond to call-in situations within a reasonable time, the call-in assignment will be deemed to have begun at the time of the telephone call. For those not responding in a reasonable time, the call-in formula will not apply, but those employees will be paid overtime for all hours actually worked.

B. Employees listed on vacation or sick leave need not be called unless said employee listed on vacation or sick leave notifies his/her foreman he/she is available to return from vacation or fit to return from sick leave; the next senior employee will be called.

C. When overtime assignments are planned/scheduled in advance, the three (3) hour guarantee associated with call-in pay shall not apply.

D. Emergency Call-In: In general emergency call-in situations, such as snow storms and hurricanes, management will

endeavor to assign two (2) employees to each emergency vehicle. The Union acknowledges that success in reaching this objective is largely dependent upon the employee response to the emergency call-in situation. Laborers who are assigned to drive emergency vehicles in a general emergency call-in situation will qualify for out-of-title pay as Equipment Operators immediately without regard of the provisions of Article 8.

In emergency call-in situations on a lesser scale, management will in the interests of safety, assign at least two Blue Collar employees to complete the necessary tasks.

E. Effective upon execution of this Agreement, the parties understand and agree that CWA members are no longer eligible for any meal allowance payments.

IV. Seniority Lists

A. Seniority lists will be compiled under each foreman and posted at each work location. Detailed reports of date, emergency circumstances, time of call-in, arrival and departure time will be kept on file. Seniority lists shall be kept current at each job location.

B. Each Department Head and a Union Representative will work together to develop appropriate seniority lists for posting at each work location.

V. Overtime Rotation

Overtime at each job location in the Blue Collar unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees at each job location in order of their seniority.

A. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime assignments will proceed down the seniority list.

B. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he/she will be passed and will not be offered any other overtime assignment until his/her turn is reached again.

C. If an employee is offered an overtime assignment and is unable to perform the assignment because he/she is unqualified to do the work assigned, he/she will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment,

the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

D. Overtime lists shall be kept current at each job location. Management will endeavor to equalize overtime opportunities and shall keep appropriate records of attempts to assign overtime.

ARTICLE 11

SALARY

A. Effective 7/1/93 all employees shall receive a 4% across the board raise, \$1250 in the base rate, or the new minimum as set forth in Appendix A, whichever is greatest.

B. Effective 10/1/93, all employees who are not at the maximum rate of pay for their pay group shall receive a \$500 adjustment in their base rate, or the new maximum, whichever is less.

C. Effective 4/1/94, all employees shall receive a 4% across the board raise, or \$1,000 in the base rate, or the new minimum as set forth in Appendix A, whichever is greatest.

D. Effective 10/1/94, all employees of this bargaining unit who are not at the maximum rate of pay for their pay group shall receive a \$500 adjustment in their base rate, or the new maximum, whichever is less.

E. Effective 4/1/95, all employees of this bargaining unit shall receive a 5% across the board raise.

F. Appendix A: Effective July 1, 1993, the "Minimum," and "Maximum" salaries for each title covered by this Agreement in each contract year shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

ARTICLE 12

NIGHT DIFFERENTIAL

Employees covered by this Agreement shall be eligible for an eight percent (8%) night differential if they are "permanently" scheduled to work on a "B" or "C" shift. Night differential shall not be eliminated when sick leave, vacation leave, personal leave, or any other type of leave (except Worker's Compensation Leave) is used. Night differential shall also not be eliminated when employees who are permanently assigned to a "B" or "C" shift may

occasionally be asked to work hours not considered as such. Any shift starting subsequent to 3:30 p.m. will be considered a "B" or "C" shift.

For employees whose shifts vary seasonally, night differential shall be paid throughout the "season" those employees are assigned to a "B" or "C" shift. For example, the Paint Crew shall receive night differential during the cooler weather months when they work at night, but not during the warmer months when they work during the day.

ARTICLE 13

PROMOTIONAL COMPENSATION

Effective 4/1/93, any employee within the bargaining unit who receives a promotion shall receive a minimum salary increase of \$1,250 effective on the date of promotion.

ARTICLE 14

UNIFORMS AND UNIFORM MAINTENANCE

Total compensation to defray the cost of uniform purchase and maintenance shall be \$625.00 per contract year, payable as follows:

Effective April 1, 1993, all full-time personnel who are required to wear a uniform by the County Administrator or his/her designee shall receive payment of three hundred and fifty dollars (\$350.00) per contract year for the care and maintenance of these uniforms. This maintenance allowance shall be payable in two payments of \$175.00 each, on or before June 1st and one on or before December 1st of each contract year. Eligibility for this benefit shall begin on the first of next month following the completion of an employee's original working test period. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

1. On the first of the next month following the completion of an employee's original working test period, that employee shall be eligible for an initial uniform issue consisting of three (3) long sleeve shirts, two (2) short sleeve shirts, three (3) T-shirts, three (3) pairs of pants, and rain gear.

2. As a condition of employment and at their own expense, employees are expected to wear and maintain OSHA approved safety shoes if their job classification falls within a category covered by the requirements of OSHA.

3. All full-time personnel covered by this contract who are required to wear a uniform, other than those referred to in

paragraph 1, shall receive an annual payment of \$275.00, on or about April 1st of each contract year, to defray the cost of purchasing uniforms.

4. If a new employee satisfactorily completed his/her original working test period on or before December 31, 1992, he/she shall also be eligible for the uniform purchase allowance described in paragraph 3 on April 1, 1993. Likewise, if a new employee satisfactorily completed his/her original working test period before December 31, 1993, he/she shall be eligible for the uniform purchase allowance on April 1, 1994 and those satisfactorily completing the working test period on or before December 31, 1994 shall be eligible for the uniform purchase allowance on April 1, 1995.

5. The individual employee shall be responsible for purchasing and wearing the appropriate style and color of uniform, including OSHA-approved work shoes, if applicable, as designated by each Department Head. Failure to conform to the uniform code may result in disciplinary action.

EXCLUSIONS: This Article does not apply to employees in the Department of Security or the Department of Transportation.

ARTICLE 15

LONGEVITY PAY

Effective January 1, 1992, longevity pay for all classified permanent Blue Collar 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 16

SPECIAL ASSIGNMENT PAY

A. Detention Shelter - A special assignment pay shall be provided to members of the bargaining unit assigned to the Ocean County Juvenile Detention Shelter. Members of the bargaining unit assigned to this facility shall receive \$1,000.00 per annum in addition to their base salary on a prorated monthly basis. This provision shall be pro-rated on the basis of the time of actual employment in said facility.

B. Jet Vac - A special assignment pay shall be provided to

members of the bargaining unit assigned to work on the JET VAC. Said members shall receive an amount of \$1,000.00 per annum in addition to their base salary on a pro-rated monthly basis. This provision shall be pro-rated on the basis of actual time spent assigned to the JET VAC.

C. Diving - Effective April 1, 1986, a special assignment stipend of \$1,000.00 per annum shall be paid to each member of the bargaining unit designated by his/her Department Head to perform underwater inspections or other diving services. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee is available, willing, and able to perform these services.

D. Jail - Special assignment pay shall be provided to employees assigned to the Ocean County Jail. Employees assigned to this facility shall receive the amount of \$1,250.00 per annum on a prorated basis.

E. Paving Crew - Effective upon execution of this agreement, a special assignment stipend shall be provided to members of the Paving Crew who operate the paver (3), operate the rollers (1 or 2), and perform as rakemen (3 or 4). These employees shall receive \$1,000.00 per annum pro-rated on the basis of actual time spent assigned to the Paving Crew.

F. Pipe Laying Crew - Effective upon execution of this agreement, a special assignment stipend shall be provided to not more than 5 members of the bargaining unit who work on the Pipe Laying Crew, currently under the supervision of Road Foreman West or his successor. These employees shall receive \$1,000 per annum pro-rated on the basis of actual time spent assigned to the Pipe Laying Crew.

ARTICLE 17

HOLIDAYS

Each full-time employee covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each December 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 Board will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen

Freeholders take official action to declare an extra holiday. Any employee working on any of the above days shall receive overtime pay at a rate of one and one-half (1-1/2x) for all hours worked plus one (1) day straight time wages for the holiday.

ARTICLE 18

VACATION TIME

Effective April 1, 1987:

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

2. For an employee who has served twelve (12) months (one year) and one (1) day up to a total of forty-eight (48) months (four years) - twelve (12) working days vacation per year.

3. For an employee who as served forty-eight (48) months (four years) and one (1) day up to one hundred and thirty-two (132) months (11 years) - fifteen (15) working days vacation per year.

4. For an employee who has served one hundred and thirty two (132) months (eleven years) and one (1) day up to two hundred twenty-eight (228) months (nineteen years) - twenty (20) working days vacation per year.

5. For an employee who has served two hundred and twenty-eight (228) months (nineteen years) and one (1) day up to (twenty five years) - Twenty-five (25) working days vacation per year.

When an employee's anniversary date brings the employee into a calendar year in which there would be a change in the number of vacation days, the employee is to receive the additional days added onto his/her vacation by pro-rating the additional days from his/her anniversary date to the end of the calendar year. Employees will receive their full credit for additional vacation days at the start of the calendar year in which the employee has started the fifth, twelfth, twentieth, or twenty-fifth calendar year of service.

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 paid on a pro-rated basis of each employee's current vacation schedule. Unearned vacation time which has been used will be deducted from the employee's last pay, if

separation of service occurs. Employees may take vacation time with the permission of their immediate supervisor on a one (1) day at a time basis.

A past practice which had permitted the use of vacation leave which is credited but unearned is hereby modified as follows:

Employees in their original working test period shall begin earning vacation leave, but may not utilize it until the working test period has ended.

Vacation 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.

For example, a Blue Collar worker who began County employment on October 1, 1990 would be eligible to utilize vacation days on an accelerated basis beginning on January 1, 1992. Prior to that time, vacation days could not be utilized until earned.

Vacation Seniority - 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 vacation cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. Employees may be permitted at the sole discretion of the Department Head to take vacation day during a peak period of work for his/her department. Peak periods will be designated by the administration for each year.

ARTICLE 19

SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month, credited in hours, in the first year of service, commencing on the first month or major portion thereof from date of hire. It is assumed the employee shall remain in service of the Board for the remainder of the calendar year, and the total number of sick days shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period

of sick leave shall not be chargeable to sick leave.

B. Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for sick days at retirement policy. This policy provides for reimbursement 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.

C. A past practice which has permitted the use of sick leave which is credited but unearned is hereby modified as follows:

Employees in their original working test period shall begin earning sick leave, but may not utilize it until the working test period has ended.

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.

For example, a Blue Collar worker who began County employment on October 1, 1990 would be eligible to utilize sick days on an accelerated basis beginning on January 1, 1992. Prior to that time, sick days could not be utilized until earned.

ARTICLE 20

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business. Personal Leave days may not be utilized until earned. For the purposes of this agreement Personal Leave days shall be considered as "earned" on January 1, May 1, and September 1 of each calendar year.

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 immediate supervisor before Personal Leave can be taken and Personal Leave shall not be accumulative. Employee's request for Personal Leave shall not be unreasonably denied.

In situations where there is a bereavement involving a family member not covered by the contract, members may utilize the balance of the yearly allotment whether earned or not.

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

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

Date of Initial Hire	Number of Personal Days
January 1 thru April 30	3
May 1 thru August 31	2
September 1 thru October 31	1
November 1 thru December 31	0

Employees hired on or after October 1 through October 31st 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 the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 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.

ARTICLE 21

BEREAVEMENT LEAVE

A. All employees will receive up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt, uncle of the employee; and any other member of the immediate household. Bereavement Leave Days shall be consecutive and shall include the day of interment. All employees shall be entitled to one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.

B. 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 funeral services and must include one of the following days:

Date of death;

Any day of viewing;

Date of interment; or

Day of religious or memorial service.

C. In no event shall any part of Bereavement Leave occur

more than fifteen days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action. In special circumstances which may exceed fifteen (15) days from the date of death, requests for Bereavement Leave shall not be unreasonably denied.

ARTICLE 22

HOSPITAL, SURGICAL AND MAJOR MEDICAL

All employees covered by this Agreement shall be permitted to enroll in a County paid health plan beginning with the first day of the month following three (3) months of full-time employment.

The eligible employee may select traditional hospitalization, medical/surgical, with Major Medical insurance. There shall not be a change in this existing plan except in the case of a new plan that is equivalent or better.

In the alternative, employees may opt for coverage under any existing HMO with supplemental coverage or other such HMO plans as may be made available by the County, subject to all rules, regulations, limitations or restrictions which apply to those plans.

Should the County choose to provide coverage through participation in the New Jersey Health Benefits Plan, the Union recognizes that coverage as "equivalent or better."

The eligible employee may change his/her coverage from traditional hospitalization, medical/surgical, with Major Medical insurance to any existing HMO, or vice versa, only during an announced open enrollment each year having enrolled in the former plan for a minimum of one (1) full year.

Regardless of their selection, employees are specifically ineligible for any deductible reimbursement.

When a member of this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage under articles providing for hospital, surgical, major medical and family dental plan, and family prescription plan, will continue at County expense for the balance of the month in which the leave is granted plus up to an additional three (3) months. After that time has elapsed, if necessary, coverage for an additional period of up to 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 responsibility of the County to pay for benefits remains limited to the original period of up to four (4) months.

ARTICLE 23

EXTENDED HEALTH BENEFITS

Effective upon the signing of this Agreement, the County will provide a traditional type of hospitalization plan, including Major Medical coverage to all members of this bargaining unit who take a P.E.R.S. retirement after twenty-five (25) or more years of service, at least twenty (20) years of which were with the County of Ocean.

Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for up to four (4) full calendar years thereafter, or until the retiree reaches the age of 65 years, whichever occurs first. For example, if an eligible employee retires in April, 1994, 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 Department of Employee Relations must 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.

Upon transfer to the New Jersey State Benefit Plan this article shall become null and void.

ARTICLE 24

FAMILY PRESCRIPTION PLAN

Effective January 1, 1994, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a comprehensive Family Prescription Plan. Coverage for legend prescription drugs will be provided for the employee, spouse, and children to age 23 and will include contraceptive drugs. Employees will be responsible for a \$3.00 co-pay for generic equivalent drugs and a \$6.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

ARTICLE 25

FAMILY DENTAL PLAN

After the first of the month following three (3) full months of employment, members of this bargaining unit 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. The maximum total cost for services per patient per benefit year is limited to \$1,000.00. 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 preventive and diagnostic services as described below:

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 \$800.00 per patient over a 5 year period)	50%

ARTICLE 26

VISION CARE

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions as set forth in the "Guideline for Ocean County Vision Service Plan".

ARTICLE 27

HEALTH AND SAFETY COMMITTEE

A. The County shall continue to make reasonable provisions for the Health and Safety of its employees during the hours of their employment.

B. Management and the Union agree to a joint Health and Safety Committee which shall be comprised of an equal number of Union and management representatives to be designated by the respective participants on the Committee.

The Committee's responsibility will include recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, assisting in the formulation of policy regarding the safe operating condition of County vehicles and other equipment, and forwarding complaints relating to health and safety matters to the Department of Insurance and Risk Management.

C. All new employees will continue to be provided with a Right To Know booklet, PEOSHA standards and rules and regulations and any and all safety requirements that the County deems necessary. In the interest of maximum efficiency and job safety, a greater emphasis will be placed upon in-house training of new employees.

D. The employer will continue to comply with all guidelines established by PEOSHA.

E. All employee complaints of unsafe and/or unhealthy conditions, including employer owned vehicles found in an unsafe condition shall be made as soon as possible to the immediate supervisor and shall be investigated promptly.

F. If an employee incurs an on the job injury of an emergent nature, the County will expedite such medical treatment by calling for an ambulance, if required, or by providing transportation to a County approved Worker's Compensation panel physician or emergency room, as dictated. In all cases County Policy IRM 004A-83 (Injuries on the Job) will be strictly enforced. N.J. OSH #20010-87, Public Employees Occupational Safety Program Log and Summary of Occupational Injuries Report will be provided upon request.

ARTICLE 28

EMPLOYEE HANDBOOKS

All employees will receive a personnel handbook. If any policy matter effecting wages, hours or working conditions is to be changed by the Board, the Board and the Union will enter into negotiations on the changes as proposed by the Board. No employee benefits contained in the handbook will be discontinued by the Board without negotiations with the Union.

The Employer will within the last year of an employee's service prior to pension make every effort within the confines of its ability to supply all available information to the employee nearing pension eligibility, said efforts by the Employer and information supplied is in no way to be construed as a warranty or guarantee as to what the particular employee will ultimately receive in the way of pension benefits.

ARTICLE 29

EMPLOYEE EVALUATION PROGRAM

The Employee Relations Office Employee Evaluation Program will continue at the discretion of the Employee Relations Director.

ARTICLE 30

PARKS PROVISION

A. All existing Parks employees within this bargaining unit shall work a 7:00 a.m. to 3:30 p.m. shift, commencing on the Monday after formal execution of this contract. Employees hired after January 1, 1989 may be required to work Saturdays and/or Sundays as part of their regular work week. The Parks Department will attempt to devise a schedule whereby an employee will not be required to work both days of the weekend. The Union will be consulted if it becomes necessary to implement this schedule.

B. New employees shall not be hired for the purpose of depriving existing personnel of overtime opportunities that existed as of April 1, 1987.

C. It is recognized that flexible hours will be required of CWA personnel assigned to perform maintenance functions at golf courses. If any employee is temporarily assigned to Atlantis, Forge Pond, or any future golf course, County transportation will be available, provided that the employees report to their customary job location in sufficient time to arrive at the golf course at the beginning of their shift.

D. Transportation of the mobile stage will be carried out in accordance with the Rules and Regulations previously agreed upon by the parties. These regulations are dated May 13, 1986 and shall be as set forth in Appendix B, which is attached hereto and made a part hereof.

ARTICLE 31

TRANSPORTATION

A. It is understood and agreed that flexibility in the scheduling of transportation services is essential due to unpredictable changes in the needs of the client population. The Board will provide as much lead time as possible when circumstances require a change in shift assignment. Notification of such a change prior to the end of regular office hours on the previous day shall be deemed adequate notice.

B. All drivers hired shall possess and maintain a valid New Jersey Commercial Driver's License for Omnibus Operators Class B

License or better, with Air Brake and Passenger Endorsements.

C. New drivers shall be given thorough instructions of job related duties, especially wheelchair lift operation and radio procedures.

D. It is recognized that down-time is unavoidable for certain drivers and other personnel. When down-time exceeds one-half hour, wash-up times otherwise required under this contract shall be waived.

E. All employees requesting the use of sick time shall provide advance notice of no less than one (1) hour before the start of their regular assignment. Employees who are on sick leave on the day before a scheduled overtime assignment must verify their availability for that assignment or another employee will be assigned.

F. Every effort will be made to have vehicles equipped with wheelchair lifts available for drivers transporting wheelchair patients. When available, aides or drivers may accompany drivers transporting wheelchair patients.

G. Uniforms - Initial issue and replacement shall be determined by the Director of Transportation. Failure to wear or maintain uniforms shall be grounds for disciplinary action.

H. Annual maintenance allowance for uniforms shall be \$480.00 payable in two equal installments of \$240.00 each on or before June 1 and on or before December 1 of each contract year. Individuals who work less than a full contract year shall receive this benefit on a pro-rated basis.

I. Effective on the date of execution of this agreement, all drivers who are permanently assigned to work a shift which begins before 6:45 a.m. or after 3:30 p.m. shall be eligible for an eight (8%) percent night differential payment.

ARTICLE 32

SECURITY DEPARTMENT

A. Part-time Overtime - The formula to be utilized for part-time employees overtime is as follows: time and one-half (1-1/2x) pay shall be paid, if the employee works more than eight (8) consecutive hours in one twenty-four (24) hour period. If that period is broken by any time period, this formula will not be applicable because the call-in pay formula in Article XII of this Agreement will control.

B. Seniority Revisions - Regular employees who work less than twenty (20) hours per work week will receive half year of

credit for each such full year worked for seniority purposes. Employees who regularly work more than twenty (20) hours per week in any year shall receive one full year credit for each such year, for seniority purposes.

C. Seniority lists shall be posted and maintained at Ocean County Park, Mott Place, and Tip Seaman Park. Overtime shall be rotated according to seniority.

D. Security Guards shall be required to maintain the inside of County vehicles assigned to them in a clean and orderly manner.

E. Shift assignments for Security Officers shall generally be from 8:00 a.m. to 4:00 p.m. ("A" shift), 4:00 p.m. to 12:00 midnight ("B" shift), or 12:00 midnight to 8:00 a.m. ("C" shift), or other eight hour shifts currently established.

F. Included within the standard eight hour shift shall be a twenty (20) minute meal period at the employee's assigned post, plus two (2) fifteen minute break periods, also to be taken at the employee's assigned post. There shall be no wash-up periods.

G. Members of the Security unit who successfully complete the Basic Ranger Training Course shall receive a one-time base salary adjustment of \$1,250. To the extent possible, management will endeavor to make such training available to all interested Security personnel on the basis of seniority.

H. Security personnel shall be equipped with flashlights and batteries or other such equipment available in order to defend themselves in case of attack. When and where possible, two guards shall be assigned to work night shifts. Any problems regarding this section shall be referred to the Health and Safety Committee for resolution.

I. All Guards requesting the use of sick time shall provide advance notice of no less than one (1) hour before the start of their regular shift.

J. Initial issue and replacement of uniforms shall be determined by the Director of Security.

K. Annual maintenance allowance for uniforms shall be \$480.00, payable in two equal installments of \$240.00 each on or before June 1 and on or before December 1 of each contract year. Individuals who work less than a full contract year shall receive this benefit on a pro-rated basis.

L. Each full-time Security Guard and Senior Security Guard 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:

Martin Luther King Day	Veteran's Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Easter Sunday (in lieu of Good Friday)	
Labor Day	
Columbus Day	

In addition, each full-time Security Guard and Senior Security Guard covered by this Agreement shall enjoy as holidays January 1st, July 4th, and December 25th of each year. If the Board of Chosen Freeholders designates a different date for the County celebration of these three holidays, said designation shall not apply to members of this bargaining unit.

ARTICLE 33

BRIDGE DEPARTMENT

A. Seniority lists shall be posted and maintained at each work location.

B. Claims for damage to personal property shall be reported to the Bridge Department and/or Department of Insurance & Risk Management in accordance with County policy.

C. All employees requesting the use of sick leave shall provide notice of no less than one (1) hour before the start of their assigned shift.

D. Overtime:

1. Overtime opportunities shall first be offered to permanent employees on the basis of seniority.

2. At the discretion of management, overtime assignments may be scheduled in increments of either 4 or 8 hours.

3. Management reserves the right to use T/120 personnel to work under the following circumstances:

- a. When permanent employees decline overtime opportunities
- b. When those permanent employees who are willing to accept overtime have accumulated 32 overtime hours during a 14-day pay period.
- c. When the purpose for their use is to enable permanent employees to use their vacation days during the summer months. (Memorial Day through Labor Day)

4. If all permanent and T/120 employees decline an overtime assignment, the least senior permanent employee must accept the assignment.

E. These provisions shall take effect upon formal execution of this contract.

F. Bridge Operators working on the Beaver Dam and Mantoloking bridges shall work the following shifts:

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

ARTICLE 34

BUILDING AND GROUNDS

A. The hours of work for CWA employees within the Department of Buildings & Grounds assigned to the so-called "B" shift shall begin at 4:00 p.m. to 12:00 midnight, with a one-half hour paid meal period and two (2) fifteen minute breaks which may be taken at 11:30 p.m.

B. Employees who are assigned to work the Boilers will work the following hours:

7:30 a.m. - 4:00 p.m. "A" shift
3:30 p.m. - 12:00 p.m. "B" shift
11:30 p.m. - 8:00 p.m. "C" shift

ARTICLE 35

NO STRIKE CLAUSE

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

ARTICLE 36

FULLY BARGAINED CLAUSE

This agreement contains the entire understanding of the parties. There are no representations, promises, or warranties other than those set forth herein. Neither party shall be required to renegotiate any part until the expiration of this agreement.

ARTICLE 37

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.

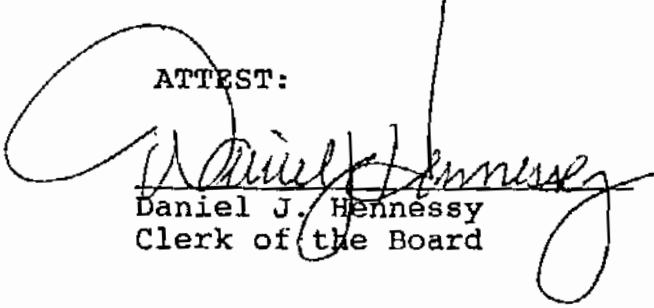
ARTICLE 38

DURATION

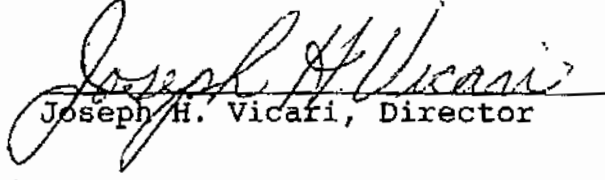
The terms and conditions set forth in this Agreement shall become effective on April 1, 1993, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1996, or until execution of a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 16th day of December, 1993.

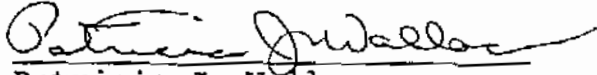
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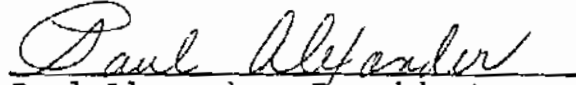

Daniel J. Hennessy
Clerk of the Board

FOR THE OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS

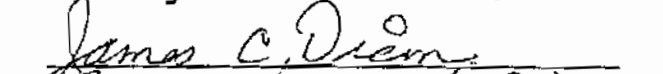
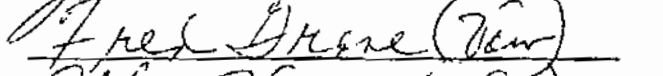
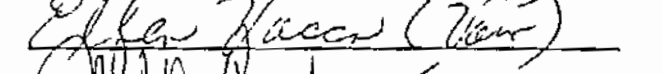
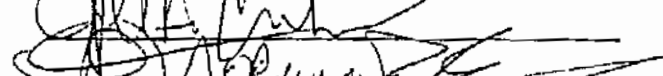
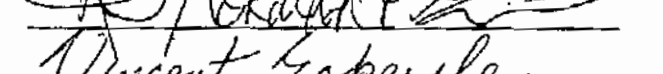
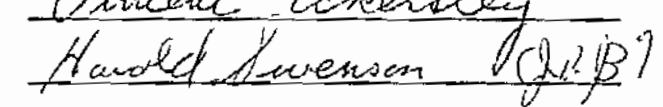

Joseph H. Vicari, Director

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO


Patricia J. Wallace
CWA Representative


Paul Alexander, President
CWA Local 1038

CWA Negotiations Committee:

APPENDIX A

GROUP 1

7/1/93		4/1/94		4/1/95	
Min.	Max.	Min.	Max.	Min.	Max.
\$15,750	\$28,667	\$15,750	\$29,814	\$16,250	\$31,305

Bldg. Main. Worker
Bldg. Serv. Worker
Bridge Operator
Bridge Repairer
Bus Attendant
Food Serv. Worker
Groundskeeper
Laborer
Mechanic's Helper
Maintenance Repr.
Park Main Wkr.
Signal Syst. Repair
Stock Handler
Traffic Maint. Wkr.
Tree Trimmer

GROUP 2

Min.	Max	Min.	Max.	Min.	Max.
\$16,500	\$29,541	\$16,500	\$30,723	\$17,000	\$32,259

Cook
Garage Attendant
Main. Repair. Carp.
Main. Repair. Elec.
Main. Repair Mason
Main. Repair. Paint.
Main. Repair. Plumb.
Main. Repair. Roofer
Sr. Bridge Operator
Sr. Bldg Main. Worker
Sr. Bldg. Serv. Worker
Sr. Food Serv. Worker
Sr. Groundskeeper
Sr. Maint. Repairer
Sr. Park Main. Worker
Sr. Road Repairer
Sr. Traffic Main. Worker
Stock Clerk

GROUP 3

Min.	Max	Min.	Max.	Min.	Max.
\$17,250	\$31,534	\$17,250	\$32,795	\$17,750	\$34,435

Asst. Storekeeper
Equip. Operator Bridges
Equip. Operator Parks
Equip. Operator Roads
Greenskeeper
Mason
Motor Vehicle Oper. E & H
Painter
Prn. Traffic Main. Worker
Recycling Operator
Sr. Main. Repairer Paint
Truck Driver
Sr. Bridge Repairer
Sr. Cook
Sr. Main. Repairer Carp.
Sr. Main. Repairer Elect.
Sr. Main. Repairer Plumb.
Sr. Main. Repairer Roofer
Sr. Stock Clerk
Sr. Tree Trimmer
Sign Designer, Letter, Processor
Signal Syst. Main Worker

GROUP 4

Min.	Max	Min.	Max.	Min.	Max.
\$17,750	\$32,475	\$17,750	\$33,774	\$18,250	\$35,463

Equip. Operator Bridges/Welder
Hvy. Equip. Oper. Bridges
Hvy. Equip. Oper. Parks
Hvy. Equip. Oper. Roads
Motor Broom Driver
Omnibus Operator
Security Guard
Senior Groundskeeper
Senior Mason
Sr. Recycl. Operator
Sr. Sign Design, Letter
Traffic Signal Repairer
Tree Surgeon

GROUP 5

<u>Min.</u>	<u>Max</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
\$18,750	\$26,250	\$18,750	\$28,119	\$19,250	\$30,411

Carpenter
Electrician
Mechanic
Plumber
Storekeeper
Storekeeper Automotive
Senior Security Guard
Traffic Signal Elect.

GROUP 6

<u>Min.</u>	<u>Max</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
\$19,750	\$30,791	\$19,750	\$32,023	\$20,250	\$33,624

Mechanic Diesel
Sr. Carpenter
Sr. Electrician
Sr. Grounds/Sr. Carp.
Sr. Mechanic
Sr. Plumber

GROUP 7

<u>Min.</u>	<u>Max</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
\$21,250	\$26,200	\$21,250	\$28,338	\$21,750	\$30,944

Body & Fender Mechanic
/Mechanic
Main. Repairer LPL
Mechanic Welder

GROUP 8

Min.	Max	Min.	Max.	Min.	Max.
\$21,750	\$27,450	\$21,750	\$29,690	\$22,250	\$32,422

Sr. Body & Fender Mechanic
Sr. Main. Repairer LPL

APPENDIX B

OCEAN COUNTY DEPARTMENT OF PARKS AND RECREATION

RULES AND REGULATIONS

TRANSPORTATION OF THE MOBILE STAGE

1. A sign-up sheet will be circulated among all employees interested in working stage overtime only. This sheet will be divided into two sections: drivers (articulating license required) and stage assistants.
2. Choice of assignments will be offered in accordance with seniority. Seniority will be based on permanency in title within the Parks Department.
3. The lease senior man in the Parks Department will be assigned to any jobs left on the list once all interested employees have chosen assignments.
4. Employees who cannot fulfill the overtime obligation must notify their supervisor forty-eight (48) hours in advance or be subject to disciplinary action. Consideration will be given in cases of emergency where notification cannot be made.
5. Stage overtime assignments will be divided into the same divisions as the Parks Department Operations. (North, Central and South) Whenever possible, an employee will be assigned to his daily work section. Special maintenance personnel will be considered North section for scheduling purposes.
6. Employees who are on vacation, sick, or personal leave will be considered ineligible for any overtime assignment unless the employee notifies his Foreman in advance and the Foreman approves.

STAGE ASSIGNMENT RESPONSIBILITIES

Driver

1. The stage driver will report directly to the Cultural Affairs Supervisor.
2. The stage driver will be responsible for transporting the mobile stage from the Parks location to the concert site.
3. The stage driver will be compensated at the applicable overtime rate for hours worked beginning at 4:30 p.m. on weekdays, and all hours worked on weekends and holidays. Hours will be from the stage location in Lakewood to the concert site and back.
4. The stage driver will be considered the lead man of the crew.
5. The stage driver will be responsible for directing the stage assistants.

Stage Assistants

1. One stage assistant may accompany the driver transporting the mobile stage from the stage storage location in Lakewood to the concert site and back.
2. Other stage assistants will be paid overtime at the applicable rate from the time of reporting to the concert site until the stage is closed and he is released by the Cultural Affairs Supervisor.
3. Stage assistants may be permitted to travel with the stage, however, overtime payments will commence only upon arrival at the concert site.
4. The Cultural Affairs Supervisor will have overall responsibility for the stage assistance crew.

GUIDELINES FOR PERSONNEL ASSIGNED TO BANDWAGON EVENTS

1. The following equipment must be checked:
 - a. First aid kit
 - b. Hydraulic jack
 - c. Spare tire
 - d. Reflector vests
 - e. Work gloves
 - f. Running lights
2. The bandwagon must be cleaned and prepared for each concert or event. Cleaning equipment is to be on hand at all times. All ceiling lights must be in working order, sound equipment and chairs must be properly checked and stored within the unit.
3. Movement to concert site must begin in sufficient time to assure safe arrival. Set up of the bandwagon must be completed at least one hour before the designated concert time.
4. Employees should be familiar with the stage operation and be prepared to assist directly when needed.
5. The "towing vehicle" must be completely detached from the bandwagon and moved from the immediate concert area.
6. All personnel assigned to the mobile stage will be responsible for maintaining the concert site in a clean and orderly condition at all times. "Pick-up sticks" and trash bags are to be on hand for this purpose.
7. THE BANDWAGON WILL NOT BE LEFT UNATTENDED AT ANYTIME DURING THE CONCERT PERIOD AND PERSONNEL MUST STAY AT THE CONCERT SITE.
8. All personnel assigned to the bandwagon should make every effort to maintain a presentable appearance; i.e., shirts should be worn inside trousers and the uniform should be clean. At the discretion of

management, these employees may be permitted to change and clean-up (shower) if need be.

9. All employees are to be advised that the Supervisor of Cultural Affairs, or his designee, has the authority for direction of personnel while at the performance site. The Supervisor is also responsible for assigning the persons who will work with the bandwagon as agreed upon in this outline and will outline the additional equipment needed.

