

**CONTRACT**

**BETWEEN**

**THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL #32**

**REPRESENTING**

**ENGINEERING DEPARTMENT EMPLOYEES**

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**April 1, 2004 - March 31, 2008**

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## AGREEMENT

This Agreement, executed this *15<sup>th</sup>* of *July*, 2004, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board," and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C. L. C., representing Engineering Department 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 THE UNION

The Board recognizes the O.P.E.I.U., Local #32, A. F. of L. - C.I.O.-C.L.C. as the exclusive representative of all Engineering Department employees. 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

#### MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.
3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, re-assign, lay-off, and recall employees to work.

5. To determine the number of employees and the duties to be performed.
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
9. To subcontract for any existing or future services as determined necessary by the Board.
10. To make or change Board rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

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

**C.** In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives.

#### ARTICLE 4

#### NO STRIKE CLAUSE

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

**B.** The Union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or

willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board. No lockout of employees should be instituted or supported by the County during the term of this Agreement.

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

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

## ARTICLE 5

### 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 Civil Service rights.

D. A "grievant" is an employee or person party to this Agreement who files a grievance.

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

F. "Day" means work day.

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

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

2. Procedures

- A. Grievances shall be processed promptly and expeditiously.
- B. Formal grievances and appeals shall be prepared by the employee and/or Union Representative, on the prescribed form, in duplicate, (See Section 4 Subsection 4). In order to permit prompt handling, the grievance or appeal, should be clearly stated, and include supportive documentation, when possible. One (1) copy of the grievance shall be immediately submitted to the Director of Employee Relations. The second copy of the grievance shall be submitted by the employee and/or Union Representative to the employee's Department Head.
- 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 request for such are filed two (2) days prior to the hearing.
- E. A grievance may only be advanced to Step 2 or higher by Union Officers or Shop Stewards.
- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator, unless same was unavailable and is shared with the other party prior to a formal hearing at the next level of jurisdiction.
- 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. Time limits at Step One shall begin with the day of the event giving rise to the grievance or the day the Union or grievant first became aware or should have become aware of the problem, whichever is later.

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 or designee shall hold a meeting within seven (7) work 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 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 Director, County Administrator and the Local Union Representative.

**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 and should the Administrator determine that a hearing would be advantageous to the parties 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 hearing by the County Administrator will take place within twenty-one (21) work days after the scheduled date is submitted to the grievant. Should the County Administrator not request a hearing, the Administrator shall submit a written answer to the Union Representative within seven (7) work days of the submission of the grievance at Step 3. The decision of the County Administrator shall be final and binding on all matters except contract violations.

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



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

2. Within five (5) work days of such notice the Union Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.

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

4. Within twenty (20) work days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.

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

6. The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. He/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. This provision is not a waiver of individual rights beyond 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 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 and witnesses who are employees of the Board throughout the grievance procedure. 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 6

### 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 7

### NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination. For example, 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 of our Agreement.

## ARTICLE 8

### SENIORITY

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

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

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

**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 NJ Department of Personnel and who are subsequently certified by the NJ 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.**

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

**E. Vacations - Whenever more than one employee requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the administration each year.**

## **ARTICLE 9**

### **HOLIDAYS**

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

**New Years Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day**

**Labor Day  
Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day**

The County will grant a Holiday whenever the Board of Chosen Freeholders takes an official action to declare an extra Holiday. Any employee working on any of the above days shall receive overtime pay at a rate of time and one-half (1 1/2X) for all hours worked plus one (1) day straight time wages in addition to the time and one-half pay. Should the employee work beyond a normal eight (8) hour shift, he/she shall be paid double time and one-half (2 1/2X) for those hours continuously worked on the holiday.

**ARTICLE 10**

**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 11**

**BEREAVEMENT PROVISION**

All employees shall have up to three (3) days in the event of a death of a spouse, common-law 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.

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 (15) days from the date of death, except for extenuating circumstances. Abuse of the Bereavement Provision shall be cause for disciplinary action, unless there are extenuating circumstances.

**ARTICLE 12**

**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 immediate 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 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 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.

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 13**

**DUES CHECKOFF**

Following the successful completion of the first ninety (90) days of employment, the employer agrees to deduct from the earnings of each employee Union member dues, initiation fees and special assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union, Local #32. A list of the names of deductees will be forwarded annually.

## ARTICLE 14

### AGENCY SHOP

The parties agree that for the term of this Agreement, in accordance with New Jersey Statutes, any employee in a title covered by this Agreement who is not a member of the Union shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected following the successful completion of the first ninety (90) days of employment. The contract language shall serve as authorization for the deduction of these fees. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

## ARTICLE 15

### VACATION TIME

Vacation Leave will be granted to each full-time employee in hours 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 (1) 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 leave paid to him/her on a pro-rated basis. If separation of service occurs, unearned vacation leave used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

## ARTICLE 16

### SICK LEAVE

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 day of hire. It is assumed that the employee shall

remain in the service of the County for the remainder of the calendar year, and the total number of sick days, 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 shall 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. Sick Leave may be used as credited even though it has not technically been earned, provided that the employee has worked for the County, in good standing and without any pattern of sick leave abuse for a period of one (1) full calendar year after the calendar year in which employment began. Employees shall provide notification as prescribed by the County Engineer.

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 charged to Sick Leave.

Employees in the bargaining unit are also eligible for coverage under the County's reimbursement policy for unused sick days at retirement. 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 leave hours to a maximum of \$15,000.00 (Fifteen Thousand Dollars) upon execution of the contract. 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.

In the event an employee is unable to report to work due to illness or injury he/she will call-in as soon as possible to appropriate supervisor.

## ARTICLE 17

### SICK LEAVE BUY-BACK PROGRAM

Employees in the bargaining unit are eligible to participate in a Sick Leave Buy-Back Program.

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

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

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.

3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.

4. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.

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

**How the Program Works:**

1. During January of each year, an eligible employee must request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.

2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th of each year.

3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with NJ Department of Personnel's rules and regulations.

**ARTICLE 18**

**UNION LEAVE**

Members of the bargaining unit may use up to a total of thirty (30) aggregate days for union business leave each year. Union Leave will be granted to those members who are authorized by the Union President or his/her designee to perform a sanctioned O.P.E.I.U. activity. Only the Business Manager of O.P.E.I.U. Local #32 can request Union Leave and she/he will make such request to the Director of Employee Relations in writing, at least forty-eight (48) hours prior to the commencement of said leave. The Union must confirm to the Director of Employee Relations that the requested leave was utilized. Failure to provide the required notice will result in automatic denial of the requested leave. Union Leave must not impede the operation of the Engineering Department. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

**ARTICLE 19**

**PRODUCTIVITY**

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



Freeholders to increase and improve productivity among members of this bargaining unit.

**ARTICLE 20**

**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 the 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 the 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 great 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 (50%) 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 (1) 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 Head approves 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 Department of Finance for payment.

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

**ARTICLE 21**

**WORK RULES**

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

**ARTICLE 22**

**WORK PERFORMANCE**

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

**ARTICLE 23**

**PERFORMANCE EVALUATION**

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

## ARTICLE 24

### 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."

It is also agreed that replacement eyeglasses will be supplied for existing glasses broken on the job if the broken pair is surrendered and a County Incident Report is filed by the employee.

## ARTICLE 25

### JOB CLASSIFICATION/OUT-OF-TITLE PAY

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 NJ Department of Personnel or County job descriptions.

B. If in the event an employee is assigned to perform work in a job classification higher than his/her title for one (1) or more complete work days, he/she shall be compensated based upon the minimum salary of the higher title, or the employee's regular base salary plus 10%, whichever is higher for all hours worked within the job location. Seniority by title within the job location shall prevail.

## ARTICLE 26

### UNIFORMS

Effective with the 2004 contract period, any member of the bargaining unit required by the County Engineer to wear the prescribed uniform shall receive Six Hundred and Seventy-Five Dollars (\$675.00) for their purchase and care. This amount shall increase to Seven Hundred Dollars (\$700.00) in contract period 2005 and Seven Hundred and Twenty-Five Dollars (\$725.00) during contract period 2006. These payments shall be made as follows:

1. On the first of the month next following three full months of employment, that employee shall be eligible for an initial uniform issue consisting of three (3) long sleeved shirts, three (3) short sleeved 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. If a new employee satisfactorily completed three full months of employment on or before December 31, 2003 he/she shall also be eligible for the uniform purchase allowance described in paragraph (4) on April 1, 2004. Likewise, if a new employee satisfactorily completed three full months of employment on or before December 31, 2004, he/she shall be eligible for the uniform purchase allowance on April 1, 2005 and those satisfactorily completing three full months of employment

on or before December 31, 2005 shall be eligible for the uniform purchase allowance described in paragraph (5) on April 1, 2006.

4. Effective on or before April 1, 2004 and 2005, all full-time personnel who are required to wear a uniform by the County Engineer or his/her designee other than those referred to in paragraph (1), shall receive Three Hundred Dollars (\$300.00) per contract year to defray the cost of purchasing the required uniform.

5. Effective April 1, 2006 and for the balance of this agreement, all full-time personnel who are required to wear a uniform by the County Engineer or his/her designee other than those referred to in paragraph (1), shall receive Three Hundred and Twenty-Five Dollars (\$325.00) for the contract year to defray the cost of purchasing uniforms which shall be payable on or about April 1<sup>st</sup>.

6. All full-time personnel who are required to wear a uniform by the County Engineer or his/her designee shall receive payment of Three Hundred and Seventy-Five Dollars (\$375.00) in contract year 2004 and Four Hundred Dollars (\$400.00) per year for the balance of this Agreement, for the care and maintenance of these uniforms. This maintenance allowance shall be payable in two payments. One in the amount of \$175.00 payable on or before June 1, 2004 which shall be increased to \$200.00 payable on or before December 1, 2004. In contract periods 2005 and 2006 the maintenance payments shall be payable in two payments of \$200.00 each payable on or before June 1<sup>st</sup> and on or before December 1<sup>st</sup>. Eligibility for this benefit shall begin on the first of the month next following the completion of three full months of employment. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

7. 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 the County Engineer. Failure to conform to the uniform code may result in disciplinary action.

8. County agrees to re-open negotiations as to this Article only should the C.W.A. Blue Collar unit receive improved uniform benefit during the term of their current contract.

## ARTICLE 27

### HOURS OF WORK AND OVERTIME

#### HOURS OF WORK:

1. The regular work week for all full-time employees shall consist of forty (40) hours, on a schedule of eight (8) hours per day, exclusive of the lunch period, as follows:

7:00 A.M. - 3:30 P.M. - Schedule "A" includes a 30 minute unpaid meal period.

8:00 A.M. - 4:30 P.M. - Schedule "B" includes a 30 minute unpaid meal period.

The County Engineer, may, on a temporary basis and with the consent of the employee, modify an employee's work schedule as deemed necessary and appropriate.

2. All employees shall receive two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon.

3. All field employees when working in the field shall be granted a 15 minute wash up time immediately preceding lunch and at the end of the work day.

4. The Department of Employee Relations shall notify the Union, in writing, of any permanent change to the existing schedule of work hours.

**OVERTIME:**

Overtime at the rate of time and one-half (1 1/2X) will be earned for all hours worked after eight (8) hours in a day or forty (40) hours in a week. With the consent of the County Engineer, compensation for overtime may be made in cash or compensatory time.

**ARTICLE 28**

**HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT**

**BENEFITS**

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

A. 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 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 P.P.O. 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.

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.

E. In the case of consecutive leaves of absences 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) calendar months.

**ARTICLE 29**

**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 for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

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

**ARTICLE 30**

**JOB POSTING**

A. Notice of vacancies will be posted on the Engineering Department bulletin board with a copy submitted to all Shop Stewards of the Union by the Department Head or his/her designee. All postings will have a copy of the job description or D.O.P. job specifications.

B. In the event a candidate is out on authorized leave, a Shop Steward may apply for a position on his/her behalf; however, the candidate must re-apply within five (5) days of his/her return to work.

C. All postings must be presented to a Shop Steward prior to posting.

D. All vacancies shall be duly posted and all bids considered.

### ARTICLE 31

#### PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$2,000.00 (Two Thousand Dollars), six percent (6%) of base salary, or the minimum of the higher title, whichever is greater, effective on the date of promotion.

### ARTICLE 32

#### SCUBA EQUIPMENT

The County agrees to maintain two (2) full sets of scuba diving equipment for use by the members of this bargaining unit while engaged in underwater inspections or other activities on behalf of the County.

### ARTICLE 33

#### FIELD PERSONNEL SAFETY

It is the responsibility of the County to provide field personnel with available information of potential health hazards of their job on a regular basis and all safety equipment needed to perform duties as assigned by their Supervisor (ex. haz-mat equipment). Additionally, the County shall provide all immunizations for the protection of field personnel based on State or County Health Department mandates.

### ARTICLE 34

#### MILEAGE

Employees in this bargaining unit who are required by the County or their immediate supervisors to utilize their vehicles on a daily basis on County business shall be reimbursed in accordance with the existing County policy of mileage at the time of usage and at the prevailing rate.

### ARTICLE 35

#### NIGHT DIFFERENTIAL

Employees covered by this Agreement shall be eligible for an eight percent (8%) night differential if they are scheduled to work on any shift starting after 2:00 p.m.

**ARTICLE 36**

**SEVERABILITY**

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. The County and the Union shall negotiate the impact of such change.

**ARTICLE 37**

**PROFESSIONAL LICENSES/CERTIFICATES REMUNERATION**

A. Employees in this bargaining unit who possess a current professional license or certificate not required by their title shall receive financial remuneration in addition to their base pay annually, as follows:

Professional Engineering License	- \$1,000.00
Land Surveyor License	- \$ 750.00
E.I.T. Certificate	- \$ 500.00
N.I.C.E.T. - Level 4	- \$ 400.00
N.I.C.E.T. - Level 3	- \$ 300.00
N.I.C.E.T. - Level 2	- \$ 200.00
N.I.C.E.T. - Level 1	- \$ 100.00

B. Successful attainment of the license or N.I.C.E.T. certificate shall be evidenced by submission of a copy of the actual license or certificate.

C. Those employees who qualify for this financial remuneration must notify the Ocean County Engineer within sixty (60) days of the attainment and awarding of the professional license or N.I.C.E.T. certificate. If the employee fails to notify the Ocean County Engineer within sixty (60) days of receiving the license or certificate, then the employee will not receive the benefit added to his/her salary until sixty (60) days after the employee actually notifies the Ocean County Engineer of the receipt of the professional license or N.I.C.E.T. certificate.

**ARTICLE 38**

**SALARY**

1. Effective April 1, 2004, the minimum salary for Engineering Department employees covered by this Agreement shall be set forth in Appendix (A) which is attached hereto and made a part hereof.



2. Effective April 1, 2004, employees in this bargaining unit shall receive an increase of Two Thousand One Hundred Dollars (\$2,100.00) applied to their March 31, 2004 base salary, or the new minimum, whichever is greater.

3. Effective April 1, 2005, employees in this bargaining unit shall receive an increase of Two Thousand One Hundred Twenty-Five Dollars (\$2,125.00) applied to their March 31, 2005 base salary, or the new minimum, whichever is greater.

4. Effective April 1, 2006, employees in this bargaining unit shall receive an increase of Two Thousand One Hundred Fifty Dollars (\$2,150.00) applied to their March 31, 2006 base salary, or the new minimum, whichever is greater.

5. Effective April 1, 2007, employees in this bargaining unit shall receive an increase of Two Thousand Two Hundred Dollars (\$2,200.00) applied to their March 31, 2007 base salary, or the new minimum, whichever is greater.

#### ARTICLE 39

##### LEGAL AID

The employer shall provide legal aid to all personnel covered by this Agreement as provided for in an Ocean County Resolution adopted by the Board of Chosen Freeholders on July 7, 1982; Indemnification of Employees.

#### ARTICLE 40

##### FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

#### ARTICLE 41

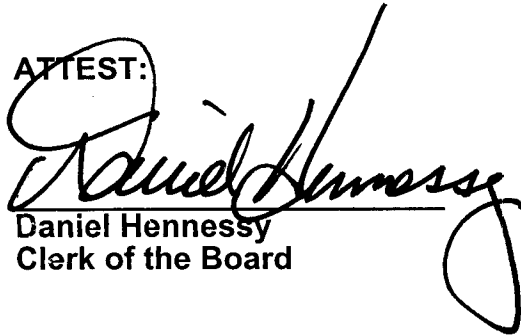
##### DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2004, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2008, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 15 day of July, 2004.

FOR THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

ATTEST:

  
Daniel Hennessy  
Clerk of the Board

  
James F. Lacey, Director

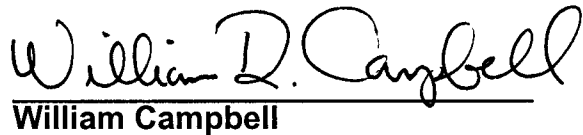
FOR THE O.P.E.I.U., LOCAL #32

  
Steven M. Tully, Business Manager & Secretary/Treasurer

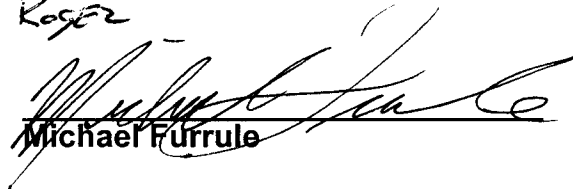
ATTEST:



  
Sharon Eastwick  
Business Representative

  
William Campbell

  
Robert Shapley  
Roger

  
Michael Furrule

**APPENDIX A**  
Engineering

**TITLE**

	<b><u>2004</u></b>	<b><u>2006</u></b>
Engineering Aide Traffic Enumerator	\$23,000	\$24,000
Drafting Technician Inspector Road Openings Traffic Analyst Traffic Investigator	\$25,000	\$26,000
Bridge Construction Inspector/Road Inspector Senior Drafting Technician Senior Engineering Aide Senior Inspector Road Openings	\$29,000	\$30,000
Senior Bridge Construction Inspector/Senior Road Inspector Principal Drafting Technician Principal Engineering Aide Senior Traffic Analyst	\$36,000	\$37,000
Assistant Engineer Assistant Engineer Environmental	\$44,000	\$45,000
Senior Engineer Senior Engineer Environmental Senior Engineer Hydraulic	\$48,000	\$49,000