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CONTRACT
BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OFFICE AND PROFESSIONAL EMPLOYEE INTERNATIONAL UNION

REPRESENTING

THE (OCEAN COUNTY ENGINEERING DEPARTMENT)

X April 1, 1984 - March 31, 1986

THIS DOES NOT
CARRY WEIGHT

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AGREEMENT

This Agreement, effective on the 1st day of April 1984, has been negotiated between the Ocean County Board of Chosen Freeholders; hereinafter referred to as "Board", and Engineering Department employees, represented by the Office and Professional Employees International Union, Local #14, A.F. of L. C.I.O. - C.L.C.; hereinafter referred to as "Union."

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION OF THE UNION

The County recognizes the Office and Professional Employees International Union, as the sole and exclusive bargaining agent for all employees in the Engineering Department enumerated in the Freeholders' resolution recognizing the Office and Professional Employees International Union, Local 14, A.F. of L. C.I.O., 2400 Chestnut Street, Commercial Level, Philadelphia, Pennsylvania 19103, as the appropriate bargaining agent. A copy of that resolution of recognition is attached hereto and made a part hereof. Said Union is permitted to negotiate with the County for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

ARTICLE III

MANAGEMENT RIGHTS

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

1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.

3. To reprimand, suspend, discharge or otherwise discipline employees.

4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work;

5. To determine the number of employees and the duties to be performed;

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service;

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board;

8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

9. To subcontract for any existing or future services as determined necessary by the Board;

10. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this agreement.

11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

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

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

ARTICLE IV

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 may only be submitted to binding arbitration as a final step in the procedure.

B. All other allegations that there has been a violation, misinterpretation or a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the Board of Chosen Freeholders' level, and the Board'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 calendar day.

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

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

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

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

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

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

D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

E. Grievance may only be advanced to Step 2 or higher by Union Officers of Shop Stewards.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Board.

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 Board 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.

III. Processing

A. Time-Limit - The number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the County Engineer. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The County Engineer will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission date on the grievance form.

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the County Engineer during the Step 2 of this process, then the union representative may appeal the County Engineer'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. The Contract Administrator under Step 2 shall be the Director of Employee Relations.

D. Step 3 - If the union representative is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, he/she 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. The union representative will request the County Administrator

to hear the grievance. The grievance shall be scheduled within seven (7) work days, or as soon as possible thereafter, after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process. The County Administrator will review the grievance with the employee and his/her representative. The County Administrator will submit a written answer to the union representative within seven (7) work days after the hearing. 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 a contract violation, then the grievance may be submitted to arbitration in accordance with the procedure outlined below:

1. Within twenty (20) work days of the decision of the County Administrator, the union representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.
2. Within five (5) work days of such notice the union representative shall request a list of arbitrators from the American Arbitration Association.
3. Within five (5) work days of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the union representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.
4. Within twenty (20) work days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.
5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that constitute violations of this Agreement. The arbitrator shall rule only on the Interpretation of the clause of the Agreement involved.
7. The arbitrator shall have no power to make an award or, in any matter which is not within the Board's power to

implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders.

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

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

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 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 time spent in presenting the grievance by the grievant and one (1) union representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

ARTICLE V

NON-DISCRIMINATION

The parties agree that during the term of this Agreement they will adhere to all Federal and State regulations and statutes regarding discrimination.

ARTICLE VI

EMPLOYEE MANUALS

Personnel Handbooks will be issued by the Office of Employee Relations to all employees in the bargaining unit. It is anticipated that during the course of this contract updated personnel handbooks will be prepared and distributed to those personnel.

ARTICLE VII

JOB CLASSIFICATIONS/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 Civil Service 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, he/she shall be paid after two and one-half (2½) consecutive days in the higher title, at which he/she is employed, at the higher classification for all hours worked within the job location. Seniority by title within the job location shall prevail.

The amount of the out-of-title pay shall be determined on the basis of the salary scale for the higher title that the employee is now working at. The out-of-title pay determination will be based on the base of that range for the higher classification.

ARTICLE VIII

SENIORITY

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

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

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.

2. Should an employee retire.

3. Should an employee suffer a validated dismissal.

4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.

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

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirement enunciated by Civil Service law and who are subsequently certified by Civil Service. In all instances employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job.

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

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

ARTICLE IX

FULLY BARGAINED PROVISION

This Agreement contains the full and complete understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Any matters that were or could have been part of negotiations and that were dropped or otherwise disposed of during negotiations, will not be the subject of negotiations of this agreement for the term of this agreement. Neither party shall be required to renegotiate any part of this agreement, until the expiration date of the agreement or the activation of reopener clauses contained within this Agreement. .

ARTICLE X

LONGEVITY PAY

Longevity pay for all classified permanent employees of the Engineering Department with ten (10) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below. This schedule becomes effective on April 1, 1984:

10 years	2.5% of salary
15 years	3.6% of salary
20 years	4.7% of salary
25 years	5.0% of salary
30 years	6.0% of salary

ARTICLE XI

BEREAVEMENT PROVISION

All employees shall have up to three (3) days Leave in the event of the death of a spouse, common-law spouse, child, son-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, uncle, aunt and any other member of the immediate household. Such leave deemed separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

The employing authority may require proof of loss of a deceased whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE XII

HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this contract shall be permitted to enroll in the revised, prevailing fee group hospital and medical plan and major medical plan after the 1st of the month following three (3) full months of

employment. There shall be no change in the group hospital medical plan or any other type of insurance presently maintained and paid by the employer on behalf of the employees as shown above except in the case of a new plan that is equivalent or better.

For enrolled employees who have satisfied the three month waiting period, the Board will reimburse the deductible amounts specified under the prevailing County plan to a maximum of \$100.00 per year for those employees with Single coverage and to a maximum of \$200.00 per year for those employees with Family coverage.

ARTICLE XIII

PERSONAL LEAVE

Each employee shall be eligible for three (3) days personal leave which may be used for personal business with the permission of the employee's immediate supervisor. Personal leave time shall not be accumulated and may not be taken without the permission of the immediate supervisor who must be notified prior to the employee's actual departure on the leave time.

ARTICLE XIV

DUES CHECKOFF

The Employer agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Union to the Board. The Board will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union. A list of the names of deductees will be forwarded annually.

ARTICLE XV

DENTAL REIMBURSEMENT PROGRAM

The Ocean County Board of Chosen Freeholders has adopted a "Dental Reimbursement Program". Members of this bargaining unit are eligible to receive this benefit in accordance with the guidelines established by the Board:

Purpose: If employees whose union has successfully negotiated this benefit shall incur dental expenses for himself/herself, the County of Ocean shall be responsible for 70% of total cost to a maximum of \$150.00 within a one (1) year period.

Authority: The Dental Reimbursement Program will be administered through the Department of Employee Relations. This Department will be responsible for the verification of eligibility of employees and procedural implementation of same.

Eligible Providers: Program: The Dental Program covers any preventive, maintenance, and/or restorative service rendered by a licensed dentist.

Exclusions: No benefit shall be provided for:

Service for injuries or conditions which are compensable under Workmen's Compensation or Employer's Liability Laws, services which are provided the eligible employee by any Federal or State Government Agency or are provided without cost to the eligible employee by any municipality, county or other political subdivision.

How the Program Works: All permanent full-time employees who have completed one full year of service with the County of Ocean and are within a bargaining unit that has successfully negotiated this benefit, have two (2) options:

1. Direct reimbursement through the standard guidelines of the voucher system, or
2. Direct payment to the licensed dentist through the standard guidelines of the voucher system.

Option #1: Reimbursement for dental services rendered within the specified twelve (12) month period of 70% of the cost to a maximum of \$150.00 by submitting the accumulated paid receipts with a voucher signed by the employee to the Department of Employee Relations. The Department of Employee Relations will verify the eligibility of employee, review the accuracy of the voucher and submit to the Ocean County Treasurer for payment.

Option #2: Direct payment to the licensed dentist. The employee will be responsible for complying with the standard guidelines for submitting the voucher by having the dentist complete and sign same. The employee will submit the voucher to the Ocean County Department of Employee Relations. They in turn will implement the established procedure. The County of Ocean accepts partial (70% or \$150.00) responsibility of the costs. Expenses incurred over the stipulated guidelines shall be the responsibility of the employee.

The effective date of this program for this Unit shall be July 1, 1983.

ARTICLE XVI

UNIFORMS AND UNIFORM ALLOWANCE

Any employee who is required by the County or his/her Engineering supervisor to wear a uniform for all days of employment, will be issued a uniform with color determined by the County. Frequency of uniform issue will be determined by the County.

Any employee who receives a uniform and is required to wear said uniform must maintain the uniform in good repair and must insure that the uniform is properly cleaned at all times.

Any employee who is required to wear a uniform who is found by his/her supervisor not to be wearing the uniform shall be subject to disciplinary actions.

Any employees who are required to wear uniforms will be reimbursed in the total amount of \$455.00 per contract year, payable in two equal installments to be vouchered on or before June 1 and December 1 of each contract year. It is further agreed that any increase in Uniform Allowance granted to Blue Collar employees in excess of \$455.00 per contract year shall also be automatically granted to the members of this Unit who are required to wear uniforms.

ARTICLE XVII

VACATION TIME

The County's vacation program is set forth as follows:

1. For an employee with no more than twelve (12) months of service - one (1) day for each calendar year of service.
2. For an employee who has served twelve (12) months and one (1) day up to a total of sixty (60) calendar months - twelve (12) working days.
3. For an employee who has served sixty (60) calendar months plus one (1) day up to one hundred and forty-four (144) calendar months - fifteen (15) working days
4. For an employee who has served one hundred and forty-four (144) calendar months plus one (1) day up to two hundred and forty (240) calendar months - twenty (20) working days.

5. For an employee who has served two hundred and forty (240) calendar months plus one (1) day - twenty-five (25) working days.

Vacation time must be earned before it is used. Each employee will be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him/her; this shall be on a pro-rated basis of one (1) day per month of service. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs.

ARTICLE XVIII

UNION LEAVE

Members of the bargaining unit may use up to a total of forty-one (41) aggregate days for Union business leave each year. Union officers or Shop Stewards must request utilization of the leave to the Director of Employee Relations at least forty-eight hours before it is to commence and, when taken, such leave shall not impede the operation of any County department.

ARTICLE XIX

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 XX

WORK RULES

The Board of Chosen Freeholders may at its discretion adopt work rules for the efficient, orderly and timely operation of assignments performed by members of this bargaining unit. The bargaining agent will be given a copy of any work rules fifteen days prior to the imposition of those work rules and the bargaining agent will be required to make any consultive comments it may have no later than ten (10) 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 and implementation of the work rules document will be left to the discretion of the Board of Chosen Freeholders and its agents.

ARTICLE XXI

PRODUCTIVITY CLAUSE

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 XXII

PERFORMANCE EVALUATION SYSTEM

The parties agree that all employees covered by this Agreement will cooperate fully with the County's performance evaluation program. The parties acknowledge that the County has the right to revise its performance evaluation program, at its discretion, and that revisions to the program shall not be subject to appeals of binding arbitration.

The parties recognize that a performance evaluation program is a necessary part of any Civil Service administered personnel system.

If, in the opinion of the Employee Relations Director, at the approval of the County Administrator, an employee is to be rewarded for performance specific recommendations for a performance award will be approved by the County Administrator prior to implementation. A determination of the Employee Relations Director and the County Administrator shall be binding on such matters and this decision shall not be appealable to binding arbitration.

If the County's performance evaluation system is to be revised, in any way, the bargaining agent shall be informed to the revisions, fifteen (15) calendar days prior to their implementation. If the bargaining agent wishes to make any advisory recommendations, that are non-binding on the County, those recommendations should be made to the Employee Relations Director within the fifteen (15) calendar day period and no later than three (3) calendar days before the implementation of the revisions. The final decision on the acceptance or rejection of the advisory recommendations shall rest with the Employee Relations Director and the County Administrator and the decision of those agents of the County shall not be appealable to arbitration.

ARTICLE XXIII

AGENCY SHOP

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

ARTICLE XXIV

HOLIDAYS

The County Administrator will prepare an annual holiday calendar to enumerate all of the fourteen (14) calendar holidays. Employees will observe the fourteen (14) holidays as it is indicated in the calendar which is prepared by the County Administrator. Employees eligible for overtime payments and other premium payments in lieu of overtime for holiday periods, will be so eligible under the rules promulgated under the annual calendar by the County Administrator. The development of the calendar will be left to the Board of Chosen Freeholders and the decision on the matter will be final and binding. Copies of the calendar will be posted on or before the date of the first payroll check in January.

ARTICLE XXV

OVERTIME

The parties agree that the work week and work day shall be as determined by the County Engineer and the Board of Chosen Freeholders. The specific work day of each employee will be arrived at through the development of a work schedule for the employee by the County Engineer or his/her designee. Overtime for non-exempt employees will be paid at the rate of time and one-half (1½x) after forty (40) hours in the work week have been consecutively completed.

All employees who earn in excess of seventeen thousand five hundred dollars (\$17,500.) per year, shall be deemed as exempt employees and these employees shall be ineligible for any overtime compensation. Any employees in a category that is designated as a professional category shall be considered to be an exempt employee regardless of salary.

Nothing in this Agreement and notwithstanding any existing practices in the County, shall be construed to restrain the County in its development of a work week or work hours for the employees currently in the unit. Existing scheduling of employees currently in the unit, shall in no way restrain the County from scheduling new hires in a manner different or inconsistent with scheduling practices currently in force in the unit.

ARTICLE XXVI

SICK LEAVE

Sick leave shall accumulate at the rate of one and one quarter (1¼) days per month 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 the service of the Board for the remainder of the calendar year, and the total number of sick days, pro-rated, 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 workmen'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.

Members of this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick leave at retirement policy which is offered in accordance with Title 4:1-17.24. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Employee Relations Office within the time guidelines in the policy.

ARTICLE XXVII

AUTOMOBILE INSURANCE ALLOWANCE

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 as follows:

1. Twenty cents (20¢) per mile for each mile traveled in accordance with existing County policy. This mileage allowance will only be paid when proper County mileage vouchers are filed in accordance with existing County policy.

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

ARTICLE XXVIII

JOB POSTING

Notice of vacancies will be posted on the Engineering Department bulletin board with a copy submitted to the President of the Union by the Office of Employee Relations.

ARTICLE XXIX

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 XXX

VISION CARE

Employees covered by this Agreement shall be entitled to coverage under the County's Vision Care Safety Eyeglass Program and shall be subject to all rules and regulations developed by the County controlling this program.

The County will provide replacement eyeglasses if the employee breaks his existing eyeglasses on the job and said broken pair is surrendered to the County and an incident report is filed.

ARTICLE XXXI

SALARIES

Salaries for members of this unit shall conform to the amounts reflected on Exhibit I, on the dates specified. Exhibit I, by reference, is made a part of this collective bargaining agreement.

Employees hired, within this bargaining unit, subsequent to the effective date of this agreement shall receive a salary adjustment of six and one-half percent (6½%), effective April 1, 1985.

ARTICLE XXXII

EXTENDED HEALTH BENEFITS

The Board agrees to continue Blue Cross, Blue Shield, and Major Medical coverage, or such other medical plan as may hereafter be substituted in accordance with the terms of this agreement, for members of this bargaining unit who take a P.E.R.S. retirement after thirty (30) or more years of service to Ocean County. Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retires in April, 1984, extended coverage will continue through December 31, 1986.

The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child(ren)" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Union agrees that the Department of Employee Relations will be notified of any changes in individual family circumstances which may permit a reduced level of coverage.

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

ARTICLE XXXIII

PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$650.00 (Six hundred and fifty dollars), effective on the date of promotion.

ARTICLE XXXIV

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 XXXV

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, slowdown, walkout or other job action against the Board.

The Union agrees that any such action will constitute a material breach of this agreement on the part of the Union, its members and members of the bargaining unit.

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

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

ARTICLE XXXVI

DURATION

This contract shall become effective on April 1, 1984 and shall remain in full force and effect until March 31, 1986.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this ~~7th~~ day of ~~January~~, ^{February} 1984.

ATTEST:

David J. Kozel

FOR THE OCEAN COUNTY
BOARD OF CHOSEN FREEHOLDERS

Damian G. Murray
DAMIAN G. MURRAY, DIRECTOR

ATTEST:

FOR THE OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 14

Gerald D. Iushewitz
Gerald D. Iushewitz, President

James J. Hunt

Don P. Mather

William R. Campbell

EXHIBIT I

	<u>4/1/84</u>	<u>4/1/85</u>
Robert J. Dunbar	\$11,000.	\$11,715.
Albert R. Brenner	\$11,000.	\$11,715.
Mark T. Brown	\$11,940.	\$12,717.
Bryan G. Bryant	\$12,780.	\$13,611.
William R. Wilkinson	\$13,596.	\$14,480.
Frank T. Eustace	\$14,201.	\$15,125.
Patricia A. Amory	\$14,514.	\$15,458.
Franz R. Schwalbe	\$15,670.	\$16,689.
Stephen E. Kmit	\$16,035.	\$17,078.
Richard E. Jonas	\$16,188.	\$17,241.
Timothy J. Rowan	\$16,496.	\$17,569.
Conrad Graziano	\$16,558.	\$17,635.
William R. Campbell	\$17,021.	\$18,128.
Joseph F. Luthner	\$17,426.	\$18,559.
George D. Gamble	\$17,592.	\$18,736.
Harry H. Bragg	\$17,979.*	\$19,148.*
John F. McCullough	\$17,979.*	\$19,148.*
Roderic H. Rhinesmith	\$18,027.	\$19,199.
George C. Symington	\$18,399.	\$19,595.
Martin Rudenstein	\$18,447.	\$19,647.
Mark E. Autenrieth	\$18,471.	\$19,672.
Barbara Ann Brunda	\$18,550.	\$19,756.
Joseph C. Proto	\$18,694.	\$19,910.
Stephen F. Childers	\$18,874.	\$20,101.
William J. Golkiewicz	\$18,982.	\$20,216.
Robert B. Vitello	\$19,331.*	\$20,588.*

*Denotes plus Longevity

	<u>4/1/84</u>	<u>4/1/85</u>
Alfred M. Findlay	\$20,179.*	\$21,491.*
Leonard A. Mancuso	\$20,408.*	\$21,735.*
Conrad T. Brenner	\$21,274.	\$22,657.
Frank J. Filipone	\$21,631.	\$23,038.
Thomas Johnson	\$22,199.*	\$23,642.*
Michael Furrule	\$22,592.*	\$24,061.*
John R. Hampton	\$22,598.*	\$24,067.*
Thomas W. Smith	\$22,762.	\$24,242.
Jason S. Ebert	\$23,924.*	\$25,480.*
Carol J. Grimaldi	\$24,004.	\$25,565.
Dennis P. Madebach	\$24,415.*	\$26,002.*
Edwin G. Giovanelli	\$25,053.	\$26,682.
Louise C. McCarthy	\$26,526.	\$28,251.
Gilbert F. Lanterman	\$27,558.*	\$29,350.*
Patrick J. Connell	\$30,974.*	\$32,988.*
Alan Candeletti	\$11,000.	\$11,715.
Philip A. Lugo	\$11,000.	\$11,715.

*Denotes plus Longevity