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CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OFFICE AND PROFESSIONAL EMPLOYEE INTERNATIONAL UNION

REPRESENTING

OCEAN COUNTY (WHITE COLLAR SUPERVISORY EMPLOYEES)

X April 1, 1984 - March 31, 1986

THIS DOES NOT  
CALCULATE

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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 White Collar Supervisors, 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 Board recognizes the O.P.E.I.U., Local 14, A.F. of L. - C.I.O.- C.L.C. as the exclusive representative of all White Collar Supervisors. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303 Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes.

### ARTICLE III

#### MANAGEMENT RIGHTS

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

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

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

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

### 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 wilful 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.

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 V

### GRIEVANCE PROCEDURE

#### 1. Definitions

A. A "grievance" is an allegation by an employee or the Union that a specific provision of this agreement has

been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure.

B. All other allegations that there has been a violation, misinterpretation or a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the 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 or 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 immediate supervisor of the grievant. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The immediate supervisor 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 employee's immediate supervisor during the Step 1 of this process, then the union representative may appeal the immediate supervisor'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 (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 the time spent in presenting the grievance by the grievant and one (1) union representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

#### ARTICLE VI

##### EMPLOYEE MANUALS

Personnel Handbooks will be issued by the Office of Employee Relations to all supervisors 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

A. White collar supervisors will normally work only in their designated classifications except in those circumstances where management designates that they should work in another classification or work circumstance. If a white collar supervisor must work in a higher job classification, either that of another white collar supervisor with more authority and responsibility or a manager, then the white collar supervisor shall receive the daily equivalent of the yearly base salary of the employee being replaced for each day worked in the higher title, so long as the work exists for more than two (2) consecutive days. Longevity payments are not affected by out-of-title assignments.

If a white collar supervisor is required to work at a lower classification, the supervisor shall receive his/her regular rate of pay. Once a person has worked two (2) consecutive days, compensation under this article shall be retroactive to the first day of assignment.

B. Whenever a supervisor is promoted, the supervisor shall be promoted in accordance with the County's Supervisory and/or managerial executive pay plan in force at the time of promotion.

C. A copy of resolutions creating new positions or abolishing old positions within the Unit, or resolutions which change the salary of members of this Unit will be forwarded to the Union President after adoption.

## ARTICLE VIII

### 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 and County offices will be closed on those 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 shall be final and binding. Copies of the calendar will be posted on or before the date of the first payroll check in January.

ARTICLE IX

LONGEVITY PAY

Longevity pay for all classified permanent White Collar Supervisors 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 X

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 XI

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 XII

##### 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 XIII

##### DUES CHECKOFF

The Employer agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the 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 XIV

VACATION TIME

Effective January 1, 1982:

1. For an employee with no more than twelve (12) months of service one (1) day for each calendar month employed.
2. For an employee who has served twelve (12) months and one (1) day up to a total of forty-eight (48) calendar months, twelve (12) working days.
3. For an employee who has served forty-eight (48) calendar months plus one (1) day up to one hundred thirty-two calendar months, fifteen (15) working days.
4. For an employee who has served one hundred thirty-two (132) calendar months and one day up to 228 calendar months, 20 working days.
5. For an employee who has served two hundred twenty-eight (228) calendar months and 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 Board 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 XV

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.

Supervisors in 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 guide lines in the policy.

#### ARTICLE XVI

#### UNION LEAVE

Members of the bargaining unit may use up to a total of twenty-four (24) 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 XVII

#### 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 XVIII

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 XIX

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 XX

DISABILITY PLAN

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

ARTICLE XXI

WORK HOURS

The work hours for white collar supervisory personnel shall be as individually designated by the Board of Chosen Freeholders and the managerial executives to whom white collar supervisors report. Supervisors shall continue to enjoy the individual lunch period that they currently receive.



ARTICLE XXII

MILEAGE

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

ARTICLE XXIII

RIGHTS AND PRIVILEGES OF THE UNION

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

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

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

ARTICLE XXIV

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 a 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 XXV

#### PREMIUM PAY

All employees shall be expected to complete their work in the time allotted during the normal working day. Any employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of time

and one-half (1½x) of the employee's base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours of work in any scheduled work week.

Employees on a thirty-two and a half (32½) hour work week shall receive compensatory time on a one (1) hour for one (1) hour basis up to the forty (40) hour per week maximum or straight-time pay in accordance with the prevailing practice. Thereafter, employees shall receive overtime compensation at the rate of time and one-half.

If an employee is required to work on a holiday, he/she shall receive double time (2x) for all hours worked plus one (1) day straight time wages. If an employee should work hours in excess of a normal shift on a holiday, he/she shall be paid double time and one-half (2½x) for those extra hours worked.

#### ARTICLE XXVI

##### WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their Department Head/designee. 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 Department Head/designee 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 XXVII

##### 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 evaluations.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion.

ARTICLE XXVIII

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 retroactively to July 1, 1980.

ARTICLE XXIX

VISION CARE

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

ARTICLE XXX

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 XXXI

##### SALARIES

- A. Effective April 1, 1984, the salaries of the following White Collar Supervisors shall be adjusted to \$18,586.00 per year: Betty Burke, Lee Hartman, Ruth Stapleton, Bertha Tier, Viola Toner.
- B. Effective April 1, 1984, the salaries of the following employees shall be increased by an amount equal to one percent (1%) of base salary, Frances Camporeale, Michael DeRosa, Ronald George, Elaine Hoger, Pamela Mastronardy, and Nicholas Scutti.
- C. Effective April 1, 1984, all members of the bargaining unit, including those listed in Paragraphs A & B above, shall receive a salary increase equal to five and one-half percent (5.5%) of base salary.
- D. Effective April 1, 1985, all members of the bargaining unit shall receive a salary increase equal to six and one-half percent (6.5%) of base salary.

#### ARTICLE XXXII

##### 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 XXXIII

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 XXXIV

DURATION

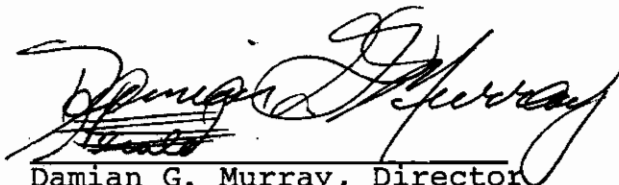
This contract shall become effective on April 1, 1984 and shall remain in full force and effect until March 31, 1986.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 7<sup>th</sup> day of ~~January~~, 1984.

February  
1984

ATTEST:

FOR THE OCEAN COUNTY  
BOARD OF FREEHOLDERS

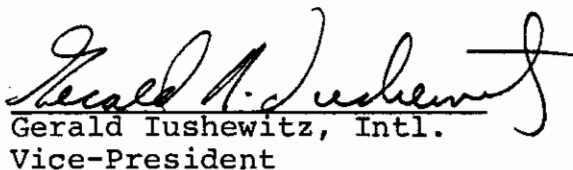
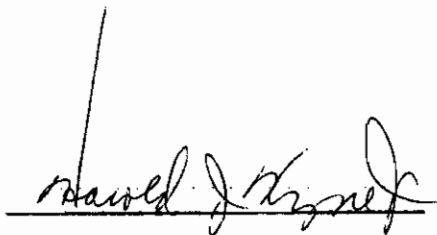


Harold J. Kyne, Jr., Clerk  
Ocean County Board of  
Chosen Freeholders

Damian G. Murray, Director  
Ocean County Board of  
Chosen Freeholders

ATTEST:

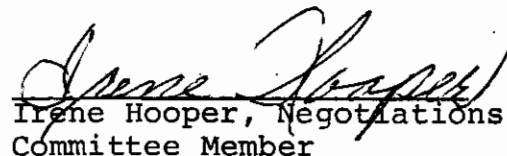
FOR THE OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, Local 14;



Gerald N. Iushewitz  
Gerald Iushewitz, Intl.  
Vice-President



Frederick Heitman  
Frederick Heitman, Negotiations  
Committee Member



Irene Hooper  
Irene Hooper, Negotiations  
Committee Member



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

ARTICLE I

The Board recognizes the O.P.E.I.U., Local 14, A.F. of L. - C.I.O. - C.L.C. as the exclusive representative of all employees of Data Processing Department with the exception of managerial employees, or employees whose titles are more appropriately assigned to other collective bargaining units. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes.

ARTICLE II

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

ARTICLE III

Effective April 1, 1984, the following employees shall receive a \$600.00 salary adjustment:

Charlene Cameron  
Robert W. Keen  
Daniel DeLorenzo  
Bella Bhadra

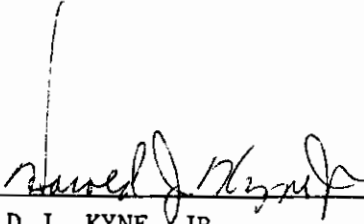
Cheryl McGoldrick  
Dolores M. Baumgardt  
Brenda J. Savoy  
John L. Martin

Effective April 1, 1984, the aforementioned employees shall receive a five and one-half percent (5½%) salary increase after the adjustment described above has been made. Debra Veracierta shall also receive the five and one-half percent (5½%) salary increase, effective April 1, 1984.


Effective April 1, 1985, these employees, if still employed, and all others who, by that time, may be working in the same or similar capacities, shall receive a six and one-half percent (6½%) salary increase.

ARTICLE IV

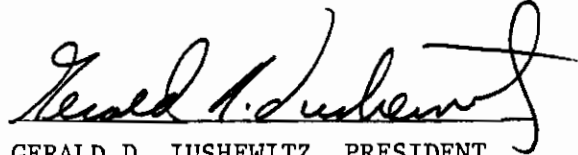
The Rider shall become effective on April 1, 1984 and remain in full force and effect through March 31, 1986.



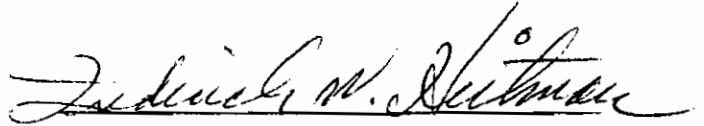
HAROLD J. KYNE, JR.  
CLERK OF THE BOARD



DAMIAN G. MURRAY, DIRECTOR  
O.C. BOARD OF CHOSEN FREEHOLDERS

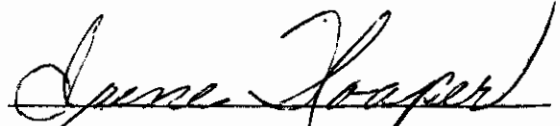


GERALD D. IUSHEWITZ, PRESIDENT  
O.P.E.I.U.



FREDERICK HEITMAN, NEGOTIATIONS  
COMMITTEE MEMBER

February 7, 1984



IRENE HOOPER, NEGOTIATIONS  
COMMITTEE MEMBER

