

Contract no. 915

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CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

REPRESENTING

ENGINEERING DEPARTMENT EMPLOYEES

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April 1, 1992 - March 31, 1995

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## AGREEMENT

This Agreement, effective the first day of April, 1992, 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 #14, A.F. of L. - C.I.O. - C. L. C., representing Engineering Department employees 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 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 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.

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.

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. 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 who files a grievance.

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

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

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Department Head during the Step 1 of this process, then the Union representative may appeal the Department Head's written answer within seven (7) work days after receipt of the answer at the first step by the grievant.

The Employee Relations Director or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the Union representative within seven (7) work days of the submission of the grievance at Step 2.

D. Step 3 - If the grievant is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the grievant and/or his/her representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process by the grievant. The employee may request that the County Administrator schedule a hearing. The hearing shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.

The County Administrator will submit a written answer to the grievant within seven (7) work days after the adjournment of the hearing. The decision of the County Administrator shall be final and binding on all matters except contract violations. The hearing by the County Administrator will take place within twenty-one (21) work days after the scheduled date is submitted to the grievant.

If a hearing is not requested by the grievant and/or his/her representative, the County Administrator 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 3.

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.

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 Employees 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 VI

##### 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 VII

##### NON-DISCRIMINATION

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

#### 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.

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.

ARTICLE X

LONGEVITY PAY

Effective January 1, 1992, 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 XI

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. Abuse of the Bereavement Provision shall be cause for disciplinary action.

## ARTICLE XIV

### 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 XV

### SICK LEAVE

Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in 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



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

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

## ARTICLE XXIV

### 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 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 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 XXV

### UNIFORMS

Total compensation to defray the cost of uniform purchase and maintenance shall be \$650.00 per contract year, payable as follows:

Effective April 1, 1992 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 Fifty Dollars (\$350.00) per contract year for the care and maintenance of these uniforms. This maintenance allowance shall be payable in two payments of \$175.00 each, on or before June 1st and one on or before December 1st of each contract year. Eligibility for this benefit shall begin on the first of 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.

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 sleeve shirts, three (3) short sleeve shirts, three (3) T-shirts, three (3) pairs of pants, and raingear.

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

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

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

When a member of this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage under articles providing for hospital, surgical, major medical and family dental plan, and family prescription plan, will continue at County expense for the balance of the month in which the leave is granted plus up to an additional three months. After that time has lapsed, if necessary, coverage for an additional period of eighteen months may be purchased by an employee under the COBRA Plan.

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

#### ARTICLE XXVIII

##### EXTENDED HEALTH BENEFITS

A. 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 twenty-five (25) or more years of service, at least twenty (20) years of which was with the County of Ocean. Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for up to four (4) full calendar years thereafter, or until the retiree reaches the age of 65 years, whichever first occurs. For example, if an eligible employee retires in April, 1992, extended coverage will continue through December 31, 1996.

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 circumstances which may permit a reduced level of coverage.

ARTICLE XXIX

FAMILY PRESCRIPTION PLAN

Effective January 1, 1988, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

Effective January 1, 1993, members of this bargaining unit, after the first of the month following three (3) full month of employment, shall also be eligible for a comprehensive Family Prescription Plan. Coverage for legend prescription drugs will be provided for the employee, spouse, and children to age 23 and will include contraceptive drugs. Employees will be responsible for a \$3.00 co-payment for generic equivalent drugs and a \$6.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

ARTICLE XXX

FAMILY DENTAL PLAN

Effective January 1, 1987, 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.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventive and diagnostic (x-rays, cleaning, check-up, etc.) . . . . .	100%
Treatment and therapy (Fillings) . . . . .	80%

ARTICLE XXXVI

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 XXXVII

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.

ARTICLE XXXVIII

SALARY

1. Effective April 1, 1992, 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, 1992 employees in the bargaining unit shall receive a 4.25% increase in base salary or \$1,000., whichever is greater.

3. Effective April 1, 1993, employees in the bargaining unit shall receive a 4.25% increase in base salary or \$1,000., whichever is greater.

4. Effective April 1, 1994, employees in the bargaining unit shall receive a 5% increase in base salary or \$1,250., whichever is greater.

5. If the cost of living, as determined by the Philadelphia All Urban Consumer Price Index, rises more than 8.0% during the period 1/1/91 through 12/31/91, each eligible member shall receive an adjustment in base salary equal to the difference between 8.0% and the CPI. These payments, if applicable, shall be made on or about March 15, 1992, retroactive to April 1, 1991, to those who were members of the bargaining unit prior to April 1, 1991.

ARTICLE XXXIX

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

APPENDIX A

<u>TITLE</u>	<u>MINIMUM SALARY</u>
Traffic Enumerator	\$14,500.
Traffic Investigator	\$14,500.
Engineering Aide	\$15,000.
Drafting Technician	\$15,000.
Traffic Analyst	\$16,000.
Senior Engineering Aide	\$16,000.
Senior Drafting Technician	\$17,500.
Bridge Inspector/Road Inspector	\$17,500.
Inspector Road Openings	\$17,500.
Road Inspector	\$17,500.
Senior Inspector Road Openings	\$21,000.
Senior Traffic Analyst	\$21,000.
Senior Bridge Construction Inspector/Senior Road Inspector	\$22,000.
Principal Engineering Aide	\$22,000.
Principal Drafting Technician	\$22,000.
Assistant Engineer	\$29,000.
Assistant Engineer Environmental	\$29,000.
Senior Engineer	\$32,000.
Senior Engineer Hydraulic	\$32,000.