

#1924

CONTRACT

BETWEEN

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

PUBLIC EMPLOYEES SERVICE UNION LOCAL 702

REPRESENTING

OCEAN COUNTY CONSTRUCTION INSPECTION SUB-CODE OFFICIALS

April 1, 1996 - March 31, 1999

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AGREEMENT

This Agreement, effective on the 1st day of 1996, has been negotiated between the Ocean County Board of Chosen Freeholders; hereinafter referred to as "Board", and non-supervisory Construction Inspection Sub-Code Officials represented by the Public Employees Service Union Local 702 hereinafter referred to as "Union".

ARTICLE 1

PURPOSE

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

ARTICLE 2

RECOGNITION OF THE UNION

The Board recognizes the Public Employees Service Union Local 702 as the exclusive representative of all salaried non-supervisory Construction Inspection Sub-Code Officials. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303 Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

ARTICLE 3

MANAGEMENT RIGHTS

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

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

3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, 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.

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

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 4

NO STRIKE CLAUSE

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

B. The union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board.

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 5

GRIEVANCE PROCEDURE

1. Definitions

A. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure.

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.

F. "Day" means work day.

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

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

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

2. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Formal grievances and appeals shall be 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. Grievances may only be advanced by Step 2 or higher by Union Officers or Shop Stewards.

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

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

H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.

I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

3. Processing

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

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head or designee shall hold a meeting with seven (7) work days of the filing of the grievance with the grievant and the Steward or Union Representative in order that both parties discuss all the facts surrounding the grievance. The Department Head shall render a decision in writing within five (5) work days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Director, County Administrator and the Local Union Representative.

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

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

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

The County Administrator or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission of the grievance at Step 3. The decision of the County Administrator shall be final and binding on all matters except contract violations.

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

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

2. Within five (5) work days of such notice the Union Representative shall request a list of arbitrators from the 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/she 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.

4. General Provisions

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

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

3. 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.

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

5. 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.

6. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union Representative 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 6

EMPLOYEE MANUALS

For informational purposes, Personnel Handbooks have been prepared and distributed by the Department of Employee Relations to all employees in the bargaining unit.

ARTICLE 7

NON-DISCRIMINATION

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

ARTICLE 8

HOURS OF WORK

The work week is defined as five eight (8) hour work days, 8:00 a.m. to 4:30 p.m., with a one-half ($\frac{1}{2}$) hour meal period and two (2) 15 minute breaks, one in the morning and one in the afternoon.

OVERTIME - Overtime at the rate of one and one-half (1 1/2) times will be paid under the following circumstances:

- a. For all hours worked after the completion of eight(8) hours in one work day or forty (40) hours in one work week.
- b. For all hours worked on a Sunday or designated County holiday.
- c. For all hours worked on a Saturday, provided that Saturday is not a part of the employee's regular work week.
- d. For all hours necessary for scheduled inspections prior to the beginning of the normal work day (8:00 a.m.), provided that the employee completes his/her normal work day.
- e. Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guarantee of three (3) hours work upon the employee's return to his/her work location for the call-in work assignment. No employee will be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in.
- f. Except during emergency circumstances, all overtime shall be authorized by management in advance.

ARTICLE 9

JOB CLASSIFICATION/OUT-OF-TITLE

A. Members of this bargaining unit will work within their own job title in accordance with the specifications set forth within the Civil Service job description.

B. If in the event an employee is assigned to perform work in a job classification higher than his/her title for three (3) or more complete and consecutive work days, retroactive to the first day of out-of-title work in the higher classification, 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.

C. Any current members or those hired into the bargaining unit shall hold a Civil Service title as recognized in Appendix A. These titles are for one and only one discipline and shall be continued. Work duties of this bargaining unit shall be performed by these members with the exception of Supervisory Officials who shall perform duties in one discipline only, except in an emergency basis as determined by the Department Head. It is recognized that currently one Supervisory Official is performing two disciplines and that will continue in his case (James Erdman, Plumbing & Building).

ARTICLE 10

SENIORITY

A. All Construction Inspection Sub-Code Officials are to be notified of job openings and job vacancies prior to the filling of such positions by the posting of a notice on the Employee Relations bulletin board indicating the type of opening or vacancy that is occurring. It will be the responsibility of the employees in the bargaining unit to read the notice.

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 except for extenuating circumstances.
6. If necessary, Construction Inspection Sub-Code Officials will be laid off based upon seniority in accordance with existing New Jersey Department of Personnel rules and regulations and County policy.

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

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

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

ARTICLE 11

HOLIDAYS

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

The County will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders takes an official action to declare an extra holiday.

ARTICLE 12

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 13

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, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent, grandchild, uncle or aunt of the employee; and 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

ARTICLE 14

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT
BENEFITS

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

A. Effective April 1, 1994, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P. L. 1974, as amended by Chapter 436 P. L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that either increase or decrease benefits. Qualified retirees shall be provided fully paid health insurance benefits pursuant to the provisions of Chapter 88, P. L. 1974 as the same may be amended from time to time.

B. The County shall not change the health insurance coverages referred to in paragraph A except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.

C. An eligible employee may change his/her coverage from traditional type of coverage to the P.P.O. or to an HMO, or vice versa, only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

D. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

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

ARTICLE 15

PERSONAL LEAVE

Each employee may be eligible for three (3) days of Personal Leave, which may be used for personal business which cannot be conducted after the work day. Use of personal days shall require forty-eight (48) hours notice, except in the case of any emergency. The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

<u>Date of Initial Hire</u>	<u>Amount of Personal Leave</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 thru December 31	0 days

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one personal day to be awarded to them after two (2) months of service, but must use the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he/she has worked three (3) months for the County.

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

ARTICLE 16

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 County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Public Employees Service Union Local 702. A list of the names of deductees will be forwarded annually.

ARTICLE 17

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 will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

ARTICLE 18

SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from day of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee in hours. If separation occurs, before the end of the year,

and more Sick Leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be charged to Sick Leave.

Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (½) pay for each earned and unused sick leave hours to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

ARTICLE 19

SICK LEAVE BUY-BACK PROGRAM

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

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

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.

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

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

How the Program Works:

1. During January of each year (beginning in 1990), an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.

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

3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with Civil Service rules and regulations.

* Waived during 1989.

ARTICLE 20

VISION CARE

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

ARTICLE 21

UNION LEAVE

Members of the bargaining unit may use up to a total of twenty (20) aggregate days for Union business leave each year. Union Officers or Shop Stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the

leave for union business. Use of Union Leave must directly pertain to the Construction Inspection Sub-Code Officials represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

ARTICLE 22

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 23

MISCELLANEOUS

A. Construction Inspection Sub-Code Officials and Inspectors shall perform forty (40) hours of work per week. It is understood and agreed that the number of inspections performed by each employee may vary depending upon the degree of difficulty of the inspections being performed.

B. Present policy with respect to vehicles will continue. Members of this bargaining unit will be reimbursed for gasoline purchased for use in County vehicles, subject to presentation of proper receipts. This policy applies only to emergency situations. Tolls are not reimbursable.

ARTICLE 24

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 25

WORK RULES

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

ARTICLE 26

CLOTHING MAINTENANCE

Effective on or about October 1st of each contract year members in this bargaining unit shall receive the sum of Two Hundred and Fifty Dollars (\$250.00) per annum to defray the cost of clothing maintenance for the proceeding twelve (12) months. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

ARTICLE 27

FAMILY DENTAL PLAN

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

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

If the patient utilizes a participating dentist the percentage of coverage indicated next to each class of dental care will prevail.

Preventive and diagnostic (x-rays, cleaning, check-up, etc.)	100%
Treatment and therapy (Fillings)	80%
Prostodontics and periodontics, inlays, caps and crowns, oral surgery (ambulatory)	50%
Orthodontics (limited to \$800. per patient over a 5 year period)	50%

ARTICLE 28

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 29

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 30

PERFORMANCE EVALUATION

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

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 31

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 Public Employees Service Union Local 702 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 32

FULLY BARGAINED CLAUSE

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

ARTICLE 33

SALARY

1. Salary increases for members of the bargaining unit, hired prior to February 1, 1996, shall be as follows regardless of the class of license held, as demonstrated in Appendix A:

4/1/96 - 2.8% adjustment to base salary
4/1/97 - 3.0% adjustment to base salary
4/1/98 - 3.0% adjustment to base salary

2. Effective February 1, 1996 the starting salaries for all titles covered by this Agreement shall be as follows:

Trainee - \$20,000
RCS - \$25,000
ICS - \$30,000
HHS - \$35,000

3. Effective April 1, 1997, members of the bargaining unit, hired subsequent to February 1, 1996 shall receive base salary adjustments as follows:

RCS - \$1,125
ICS - \$1,250
HHS - \$1,375

4. Effective April 1, 1998, members of the bargaining unit, hired subsequent to February 1, 1996 shall receive base salary adjustments as follows:

RCS - \$1,125
ICS - \$1,250
HHS - \$1,375

The salary adjustments referred to in paragraphs 3 and 4 of this Article are demonstrated in Appendix B.

5. Members of the bargaining unit who possess a Sub-Code license will continue to receive a stipend of \$1,000 paid in addition to their base salaries.

ARTICLE 34

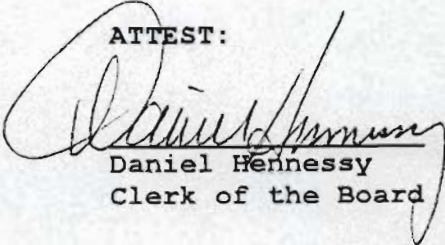
DURATION

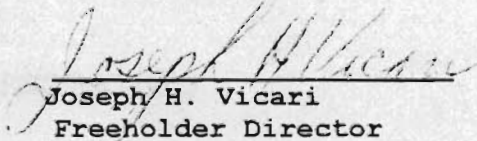
The terms and conditions set forth in this Agreement shall become effective on April 1, 1996, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1999, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this _____ day of _____, 1996.

FOR THE OCEAN COUNTY
BOARD OF CHOSEN
FREEHOLDERS

ATTEST:

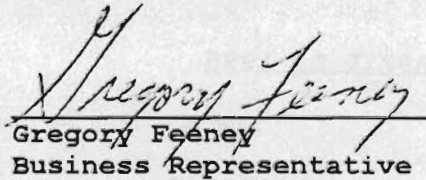

Daniel Hennessy
Clerk of the Board

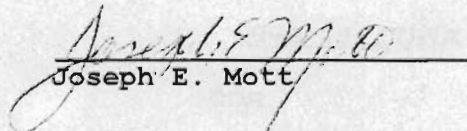

Joseph H. Vicari
Freeholder Director

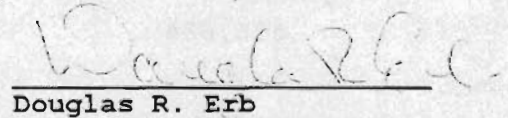
ATTEST:

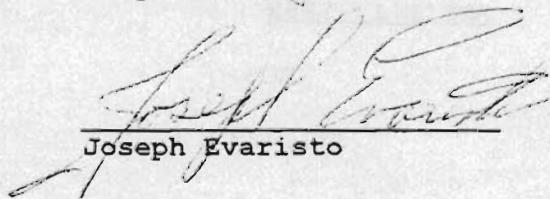
FOR THE PUBLIC EMPLOYEES
SERVICE UNION LOCAL 702



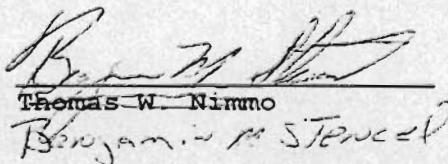

Gregory Feeney
Business Representative


Joseph E. Mott


Douglas R. Erb


Joseph Evaristo

Milton C. Bayer


Thomas W. Nimmo
Benjamin M. Stencel

APPENDIX A

CONSTRUCTION INSPECTION/SUB-CODE OFFICIALS

SALARY CHART

APRIL 1, 1996 - MARCH 31, 1999

APRIL 1, 1996

RCS	ICS	HHS
\$35,557	\$42,496	\$46,093

APRIL 1, 1997

RCS	ICS	HHS
\$36,624	\$43,771	\$47,476

APRIL 1, 1998

RCS	ICS	HHS
\$37,723	\$45,084	\$48,900

APPENDIX B
CONSTRUCTION INSPECTION/SUB-CODE OFFICIALS
SALARY CHART
APRIL 1, 1997 - 1998

APRIL 1, 1997

RCS	ICS	HHS
\$26,125	\$31,250	\$36,375

APRIL 1, 1998

RCS	ICS	HHS
\$27,250	\$32,500	\$37,750

MEMORANDUM

MEMORANDUM FOR THE RECORD

MEMORANDUM

MEMORANDUM

MEMORANDUM

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MEM

MEM

MEM, 1966

MEM, 1966

MEM, 1966

MEMORANDUM

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