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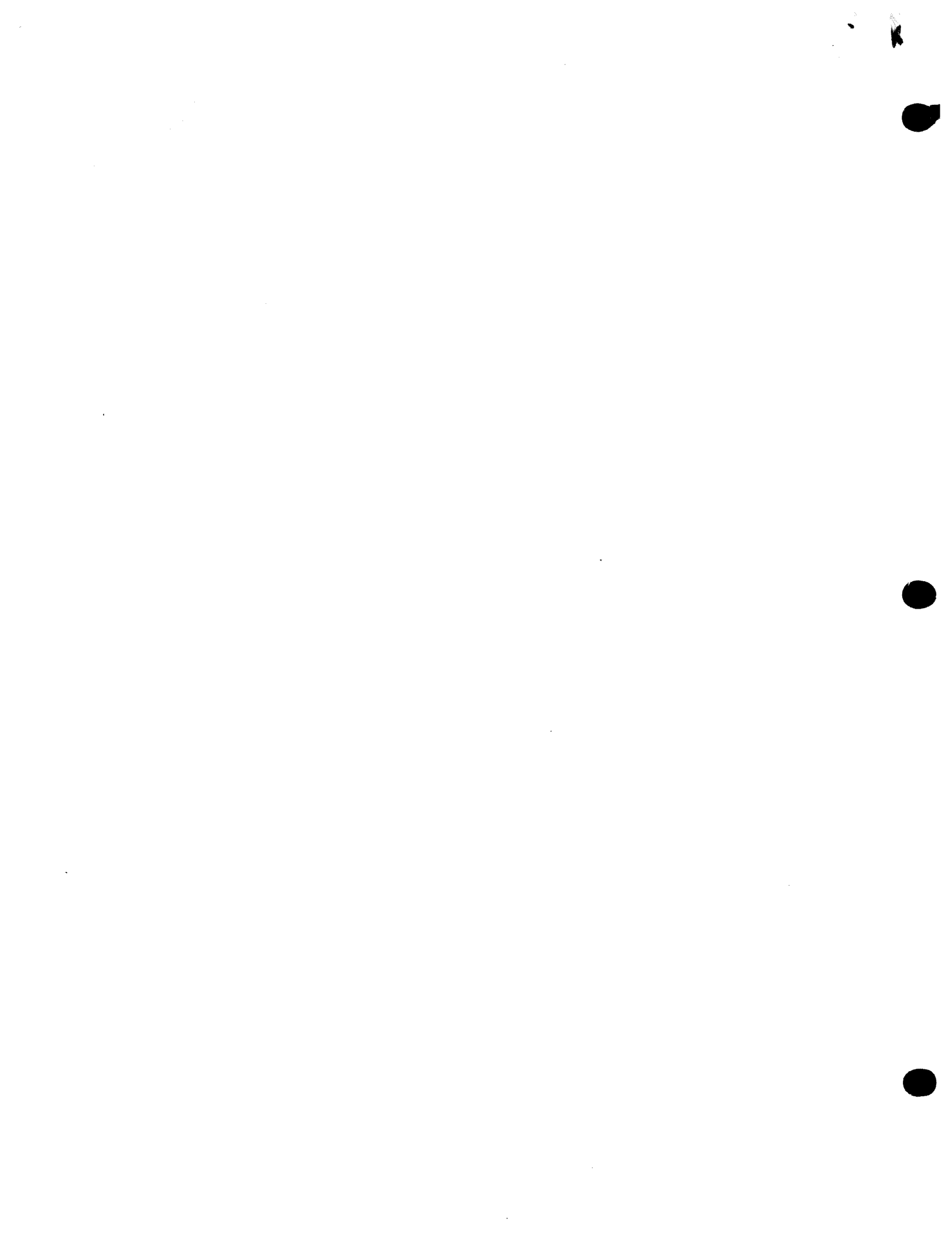
MONMOUTH COUNTY BOARD OF SOCIAL SERVICES

and

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Local 1087

X JULY 1, 1983 - DECEMBER 31, 1985



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P R E A M B L E

This Agreement entered into by the Monmouth County Board of Social Services, hereinafter referred to as the "Employer", and the Communications Workers of America, AFL-CIO, hereinafter referred to as "CWA" has as its purpose the promotion of harmonious relations between the Employer and the CWA, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

1. RECOGNITION

The Employer recognizes the CWA as the sole representative of all the employees of the Monmouth County Board of Social Services with the exception of persons in the following titles:

- Director and Secretary
- Deputy Director and Secretary
- Counsel & Associate Counsel and one Secretary
- Human Services Administrator and Secretary
- Administrative Supervisors
- Executive Assistant
- Fiscal Officer
- Legal Assistants
- Research Supervisor
- Personnel Officer and all Personnel Office Staff
- Supervisor of Administrative Services
- Assistant Administrative Supervisors
- Training Supervisor
- Data Processing Coordinator
- Assistant Supervisors of Administrative Services
- Senior Administrative Analysts
- Management Specialists
- Administrative Analysts
- Chief Clerk

Any new title authorized for use by the Employer will be negotiated for inclusion or exclusion from the bargaining unit. In the event that agreement between the Employer and the Union is not reached, the title will be used and excluded from the bargaining unit pending resolution of the disagreement by PERC.

2. UNION DUES AND PAYROLL DEDUCTIONS

The Employer agrees to deduct monthly, from the pay of each employee who furnished a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Monthly dues shall be 2/40 of the employee's weekly base salary, or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.

Deduction of the Union Dues made pursuant hereto shall be remitted by the Employer to the Union c/o Secretary-Treasurer, C.W.A., AFL-CIO, 1925 K Street, N.W. Washington, D.C., 20006, by the tenth (10th) day of the month following the calendar month in which such deductions were made, together with a list of employees from whose pay such deductions were made. A copy of such lists shall also be delivered to the Local Union President.

The Union shall indemnify and hold the Employer harmless against any and all such claims, suits, orders or judgements brought or issued against the Employer that shall arise out of any of the provisions of the Article.

When there is space on the computer, payroll deductions will be made available to employees on a voluntary basis for the CWA Savings and Retirement Trust Fund and, if legal, for the Committee on Political Education (COPE).

3. HOURS OF WORK AND OVERTIME

A. All full-time employees agree to work a thirty-five (35) hour work week with a 15 minute break in the morning and in the afternoon.

B. Summer Hours

Effective with the summer of 1984 employees will work a 32½ hour week (6½ hours per day) during the periods of June 18, 1984 - September 14, 1984 and June 17, 1985 - September 13, 1985.

C. Overtime is defined as all work performed in excess of the 35 hour work week. The Employer agrees to compensate employees for overtime at the rate of time and one-half. Compensation may be in the form of time off or in the form of a cash payment. All overtime must be authorized by Management.

D. In the event of inclement weather, employees may leave their area of work early, at the Director's discretion. If there arises a need for a skeleton crew, volunteers shall be solicited first. In the event no volunteers are forthcoming, assignment shall be made by Management. Employees not released early shall be given priority for early release the next time an inclement weather situation arises.

Employees remaining for a skeleton crew shall be given compensatory time off on an hour to hour basis.

4. EMERGENCY STAND-BY TIME

Those employees designated for emergency stand-by duty shall earn two (2) hours per evening during normal work week and four (4) hours for holidays and weekends at the rate of time and one half.

5. TEMPORARY ASSIGNMENT

When an employee works outside his/her classification at the request of Management for a period of five (5) or more consecutive working days, the employee shall receive the rate of pay for that job classification or the rate of pay for his/her own job classification, whichever is higher for said period of time. The employee must actually work in the higher title for five or more consecutive working days or for a total of five or more days even though a break occurred due to a paid holiday, an emergency closing or due to the employee taking paid sick leave. In the event of such a break, the employee shall be paid at the higher rate only for the days actually worked and any paid holiday or emergency closing but excluding sick leave. If the employee works at a higher job classification, said employee will be paid at the same basis as though said employee was provisionally promoted to said job title. This article shall become effective on the signing of this Agreement.

6. HOLIDAYS

The following days are paid holidays:

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

When any one of the aforementioned holidays falls on a Saturday, it will be celebrated on the preceding Friday. When any one of the aforementioned holidays falls on a Sunday, it will be celebrated on the following Monday.

Additional holidays will be celebrated, as established from time-to-time by gubernatorial proclamations, or by appropriate authority by rule, proclamation or order in a given locality as holidays for public employees in that locality.

7. VACATION LEAVE

During the first five years of employment full-time employees will be granted vacation leave at the rate of one (1) working day per month (twelve (12) days per year).

After five (5) years of employment through the twelfth (12th) year - one and one-quarter (1 1/4) days per month fifteen (15) days per year. After twelve (12) years of employment through the twentieth (20th) year - twenty (20) working days per year.

After twentieth (20th) year of employment onward -
twenty-five (25) working days per year.

Vacation Leave for part-time employees shall be prorated.

Any employee who desires to be paid his/her salary prior to going on vacation shall file a written request with the Personnel Department at least fifteen (15) working days in advance so payment may be accomplished.

Vacation allowances must be taken during the current calendar year, at such time as permitted or directed by the appointing authority, unless it has been determined that it cannot be taken.

Any unused

vacation may be carried forward into the next succeeding year only.

Earned vacation leave will be paid upon termination in accordance with Civil Service Rule 4:1-17.12.

8. SICK LEAVE

All full-time employees will be granted sick leave at the rate of one (1) day per month, or major fraction thereof, during the remainder of the first (1st) calendar year of employment, thereafter fifteen (15) days per year. This is cumulative.

Part-time employees will be granted sick leave on a prorated basis.

When an employee becomes ill while on his/her assigned work shift and he/she cannot continue his/her work because of illness, she/he shall be compensated for a minimum of one-half (1/2) day except that if she/he has worked four (4) or more hours, she/he shall be compensated for the regularly assigned shift. Excuse for such absence may only be granted prior to the employee leaving work

by his/her Administrative Supervisor.

Any permanent employee shall be entitled upon retirement from the Public Employee's Retirement System to receive a lump sum payment for earned and unused sick leave. The payment shall be one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such payment shall exceed \$12,000.00.

An employee who has incurred or shall incur a break in service as a result of a separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment.

An employee incurring a break in service for any other type of separation shall have his sick leave computed only from the date of return to employment.

Any employee who elects a deferred retirement benefit shall not be eligible for such payment. This payment shall not affect any pension benefits for the retiree under any other statute. In the event of the employee's death within one year after effective date of retirement but before payment has been made, the payment shall be made to the employee's estate.

9. ADMINISTRATIVE LEAVE

Providing reasonable notice is given to the Employer, each full time employee will be entitled to take three (3) Administrative Leave days during the calendar year subject to the discretion of the Director. During the first calendar year of employment, a new full-time employee will earn one-half (1/2) day of Administrative Leave per month, after completion of one (1) calendar month of employment, up to a maximum

of three (3) days. Administrative Leave shall not accrue from year to year.

10. NOTICE OF AVAILABLE LEAVE

Each employee shall receive a statement within five (5) working days as to the amount of his/her allocated sick leave, vacation leave or administrative leave which he/she has available to him/her for the remainder of the year, upon employee's written request to the Personnel Department.

11. BEREAVEMENT LEAVE

Employees shall be granted up to a total of three bereavement days per incident in the event of the death of the following family members: father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother or relative of the employee residing in the employee's household.

12. UNION LEAVE

A. The Union will be permitted an aggregate of 28 days per calendar year of time off with pay for the purpose of conducting Union business. This time shall be used for any off-site Union activities as well as on-site meetings for which there is no provision elsewhere in this Agreement for the matter to be conducted on Board paid time. These days shall not be accumulative.

B. Any employee seeking to make use of such time shall notify his/her supervisor and present an authorization form from the Union. The employee shall report to and from their work station before and after the Union activity. The supervisor shall report all usage to the Personnel Officer who shall keep a record of the total time utilized.

C. The Union shall be permitted to designate one (1) person per month to attend the Board meeting with no loss of pay.

D. Authorized Union representatives not to exceed 4 in number shall be released from duty for such collective negotiation sessions

as are mutually scheduled to take place during work time and shall suffer no loss in regular pay.

15. UNPAID LEAVES

Leave without pay may be granted at the discretion of the Employer for permanent or probationary employees. Such leave may not be granted for a period in excess of six months at any one time, nor in excess of one continuous year except for educational leave which may not exceed two consecutive years unless the educational leave is being granted to a veteran who is furthering his/her education under the GI Bill of Rights or other Federal authorization providing educational opportunities for veterans. Such educational leave for veterans shall be approved for the school year and renewed until the Federally-authorized training has been either completed or discontinued after which the veteran must return to active employment within 30 days or be recorded as having resigned.

Leave without pay may be granted at the discretion of the Employer for temporary or provisional employees for a maximum period of 60 calendar days which may not be renewed or extended.

In all cases, a written statement from the employee setting forth the reasons why leave is requested and the dates for commencing and terminating the leave shall be submitted to the Employer. In no event shall a leave be granted to permit an employee to accept employment outside of the Board except that leaves to work for the Union may be permitted. Employees granted leave of absence without pay shall have Sick, Vacation and Administrative Leave credits reduced at the same rate as earned.

14. TRAINING, ORIENTATION AND TRAINING ADVISORY COMMITTEE

The Employer agrees that training and staff development shall be available for all employees. Training will be offered during normal hours when possible.

The Employer agrees that there will be one-half hour granted to the Union to address new employees at Orientation Sessions.

There shall be a Training Advisory Committee in accordance with Ruling 11, Subchapter I, or its successor. Two Union representatives who are agency employees shall serve on the Training Advisory Committee. In the event that two Union vacancies occur, the Union shall submit a list of three names to the Director or his designee for selection of two. The third name on this list shall be held in abeyance to fill any future Union vacancy. In the event that one Union vacancy occurs and there is no existing list, the Union shall submit a list of two names to the Director for selection of one and the remaining name shall be held in abeyance.

15. MEDICAL BENEFITS

A. The present health and medical insurance will be continued. The employer will pay full premium for Employees and Family coverage (New Jersey Blue Cross and Blue Shield Series 14/20 and Major Medical Plan or prescribed premium for HMO), including those employees receiving benefits under the Income Protection and/or Disability Plans.

B. During the period of July 1, 1983 through December 31, 1984, the Employer agrees to maintain at least the same benefits as are now present in the current Income Protection Plan as revised on October 1, 1973. Effective January 1, 1985 the current Income Protection Plan will be phased out and all employees will be enrolled in the New Jersey State Temporary Disability Program.

Employees who are collecting under the Income Protection Plan continue to receive benefits under the Income Protection Plan until the prescribed benefit period expires.

During the period between the termination of the current program and the time at which employees are eligible under the new program, the Board will take such steps as necessary to insure that no break in coverage occurs.

C. In the event the County of Monmouth institutes a Dental Plan for the benefit of Monmouth County Employees prior to the expiration of this agreement, Employer agrees to re-open this Agreement for the purpose of negotiating a Dental Plan for employees, within thirty (30) days of a written request for such negotiations from the Union.

D. The Board agrees to continue the Drug Prescription Plan Program currently in effect, including those employees receiving benefits under the Income Protection or Disability Plan.

E. Part-time employees are eligible for health benefits coverage if they receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly in accordance with the Public Employees Health Benefits Manual 111.1.

F. An employee who is absent from the job as a result of an on-the-job accident or injury, and has filed a Workers' Compensation accident report shall receive his/her salary and sick leave according to the provisions of N.J.S.A. Title 11, Chapter 24A, Article 4.

G. To the extent permitted by law, the Employer will pay the cost of health insurance for employees who retire on or after January 1, 1983. Eligibility shall be defined in Chapter 88 of the New Jersey State Health Benefits Plan. Such payments shall begin as soon as permissible after the signing of this contract, and such payments shall not be retroactive for any months prior to the signing of the contract.

16. AUTOMOBILE EXPENSE

The parties agree that each employee who is authorized and required to use his/her personal automobile for Employer's business shall be paid \$.18 per mile through June 30, 1984 and \$.20 per mile thereafter; and automobile business insurance of \$15.00 per month, providing employee is assigned by Management to Travel Category B or C and shows proof of coverage. These amounts are to be paid after the filing of a monthly voucher.

County Welfare Board employees will not be required to transport minor children in their personal automobiles. An agency car will be provided for this purpose.

17. HEALTH AND SAFETY

The Board and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. It is agreed, therefore, that the Union has the right to bring to the attention of the Personnel Officer such unsafe conditions as they believe to be severe and imminent. Management shall take such action to correct those situations as it deems reasonable and within its legal capability.

Grievances arising out of this Article may, at the Union's discretion, be initiated directly at Step 2. The Board guarantees the Union the right to appear at Step 4 to present grievances under this Article.

Any determination by the Board made under this Article shall not be subject to Step 5 of the Grievance Procedure.

18. STANDARD WORKING AREA AND PHYSICAL PLANT

A. The Employer recognizes the standard of a minimum of 100 gross square feet of working area for each employee and shall attempt to redesign those areas of work not in conformity with this standard.

B. One (1) male and one (1) female lavatory will be designated "Employees Only" on the ground floor of the main building. Management will make the designation as to which lavatories are so designated. The posting of this designation is for directional purposes only and will not be policed nor enforced. The use of these lavatories by persons other than employees shall not be subject to the grievance procedure.

C. Employer agrees to maintain an employee's sick room or area in the Board's principal office, and at the outreach offices located in Keansburg, Long Branch, and Asbury Park.

19. JOB OPENINGS

The following job openings, except entrance level clerical positions, for both bargaining and non-bargaining unit, shall be posted on all official bulletin boards for a period of five working days: a newly created position, a vacancy which occurs through leave of absence, resignation, termination or the first vacancy resulting from a promotion. No vacancy shall be deemed to exist where one or more employees have bumping rights to the job in accordance with Civil Service regulations. Posting a temporary position or a position reclassified by a desk audit will be at the option of the Employer. The Union President shall receive a copy of all notices, selections, non-posted bumping changes and letters of hire absent the hired employee's address.

Employees selected for transfer or reassignment will be given five days notice by the Personnel Office or the Administrative Supervisor. The Employer agrees not to routinely involuntarily transfer the Union President and/or the Chief Shop Steward from his/her current office site location unless it becomes necessary and appropriate to transfer him/her in order to meet operational requirements effectively on a temporary basis, not to exceed 30 days.

20. PERSONNEL PRACTICES

Each employee may review the contents of his/her file upon request. A Union representative may, with the employee's authorizaion, accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within 30 working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the respondent's personnel file.

Client-Employee Records - Because of the confidential nature of client-employee records, they are to be kept in a separate file under lock and key accessible only to authorized personnel.

Effective with the signing of the Agreement, employees shall be given a copy of all memos and documents which are to be included in the personnel file. This shall not apply to routine records, for example attendance, etc. Additionally, employees will be afforded the opportunity to initial all documents which are of a disciplinary nature prior to such placement in the file.

21. WORK RULES

The Employer shall establish, in writing, reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

22. EQUAL TREATMENT

The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, creed, color, marital status, armed forces obligation, physical handicap, religion, political affiliation, sexual preference, union membership or legal union activities.

23. FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that the terms and conditions of employment shall not be changed during the life of this Agreement.

24. SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

25. MANAGEMENT RIGHTS CLAUSE

The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey.

All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

The Board retains the responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

26. REPRESENTATION FOR EMPLOYEES ON CERTAIN LEGAL MATTERS

The Employer extends to all employees the same rights and benefits enjoyed by State employees under N.J.S.A. 59:10A-3 pursuant to Appendix D annexed hereto.

27. GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

Definitions

The term "grievance" shall mean an allegation that there has been:

- (1) - A mis-interpretation or mis-application of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance;" or
- (2) - inequitable, improper, unjust application or mis-interpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

Presentation of a Grievance

The Welfare 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 union representative who is an employee of the Board throughout the grievance procedure.

Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

The grievant shall institute action under the provisions hereof, in writing, signed and delivered to his/her immediate Supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after she/he would reasonably be expected to know of its occurrence. In the event that the issue being grieved is outside of the authority of the immediate Supervisor to resolve, the grievant shall file the grievance with the appropriate person as designated by the Personnel Officer. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The Supervisor shall render a decision, in writing, and signed, within five (5) working days after receipt of the grievance.

Step 2

If the grievant is dissatisfied with the Supervisor's decision, she/he must petition, in writing, and signed, and file his/her complaint with his/her Administrative Supervisor within five working days, and the Administrative Supervisor will render a decision, in writing, and signed, within ten (10) working days after receipt of the grievance.

Step 3

In the event satisfactory settlement has not been reached, the grievant shall, in writing, and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant may be represented by an employee who is the Shop Steward, or Local Union Officer. The

Director of Welfare, or his designee, shall render his decision, in writing, and signed, within ten (10) working days after the receipt of the complaint. In the event a designee is to act on behalf of the Director, the grievant will be notified prior to the meeting. The Union may bring one (1) person to the meeting to take notes. However, this note-taker will not be paid by the Board for the time away from his/her work station, unless it is deducted from Union Leave as set forth in Article 12.

Step 4

Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement, in writing, and signed, as to the issue in dispute. In the event the grievant files his/her statement with the Board at least ten (10) working days prior to a Board Meeting, the matter shall be placed on the agenda for that Board Meeting. Statements filed less than ten (10) working days before a Board Meeting may be heard by the Board at the meeting or, at the Board's discretion, placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. If the Union requests an appearance before the Board, the Board will advise the Union within ten working days as to its decision on granting the appearance. Within five working days of the Board's decision or lack thereof, the Union will advise the Board whether the Union wishes the Board to consider and respond to the grievance or whether the Union will exercise its option to proceed directly to Step Five regarding

Contractual grievances only. The Board will render its decision, in writing, and signed, within twenty (20) working days after the Board Meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

The grievant may be represented by the Local Union Officer and/or the Chief Shop Steward. The International Union Representative may be present. A minority organization shall not present or process grievances.

Step 5

A. Any unresolved contractual grievance (as defined under Definitions) except matters involving appointment, promotion or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the International Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the Board's written decision on the grievance or the decision or lack thereof on the Union's request for an appearance.

B. Nothing in the Agreement shall be construed as compelling the International Union to submit a grievance to arbitration or to represent an employee before Civil Service. The International Union's decision to request the movement of a grievance to arbitration, or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the International Union.

C. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to Civil Service is available, the individual may present his/her complaint to Civil Service directly. The grievant may pursue

the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing, and signed, at the appropriate time on the grievance form.

D. The arbitrator shall be selected from the members of a panel maintained by PERC on a case-by-case basis.

E. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

F. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

G. The arbitrator may prescribe an appropriate back pay remedy when she/he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except she/he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

H. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. She/he shall confine him/herself to the precise issue

submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall she/he submit observations or declarations of opinions which are not essential in reaching the determination.

I. The costs and services of the arbitrator shall be borne equally by the Board and the International Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

J. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

K. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision, in writing, within thirty (30) days after the close of the hearing.

L. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

28. ANNIVERSARY DATES

All employees hired before July 1, 1972 will have an anniversary date of July 1 for each succeeding year unless changed by promotion or leave of absence as hereinafter described.

All employees hired July 1, 1972 or thereafter, will have their

anniversary dates computed as follows: Employees hired July 1st through September 30th have an anniversary date of October 1st of the following year; employees hired from October 1st through December 31st will have an anniversary date of January 1st of the second year following year of hire; employees hired from January 1st through March 31st will have an anniversary date of April 1st of the following year; and employees hired from April 1st through June 30th will have an anniversary date of July 1 of the following year. Anniversary raises will be effective beginning with the payroll period that includes the anniversary date, effective October 1, 1984.

Any employee who receives a promotion in which the employee's salary adjustment equals two or more increments in the old range, will automatically have his/her anniversary date changed from the hiring date as heretofore agreed to his/her promotion date. This new anniversary date will be computed in the same manner as though the employee was hired on his/her promotion date.

An employee who goes on a leave of absence will have his/her anniversary date changed as follows:

<u>Calendar Days of Leave</u>	<u>Anniversary Date Change</u>
30 days or lessNo change in AD
Over 30 days but equal to or less than 120AD change of 1 quarter
Over 120 days but equal to or less than 210AD change of 2 quarters
Over 210 days but equal to or less than 300AD change of 3 quarters
Over 300 days but equal to or less than 390AD change of 4 quarters

29. PROMOTIONS AND DEMOTIONS

Promotions - Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment

of the present salary range plus the amount (if necessary) to adjust and equalize this employee's salary to the proper step of the new range.

Demotions - If any employee is subsequently appointed to another title with a lower salary, the employee's salary will be reconstructed, or equalized, on the basis of the employee's previous employment record.

30. SALARIES AND OTHER PAYMENTS

A. All employees in the employ of the Board as of July 1, 1983 shall receive a one-time bonus payment equal to three percent (3%) of their July 1, 1983 salary.

B. Employees hired, terminated or on unpaid leave between July 1, 1983 and December 31, 1983 shall receive a pro-rata share of the bonus described in paragraph A.

C. All employees in the bargaining unit will be paid on the ranges set forth in Appendix A as follows:

- a. Commencing 1/1/84 in accordance with Appendix B.
- b. Commencing 1/1/85 in accordance with Appendix C.

The above salaries are to be adjusted step-to-step.

D. Annual merit increments will be given on each employee's anniversary date as determined by Article 28.

E. Maximum Range Payment (MRP) - Employees who have been at the maximum of their salary range for at least two (2) years prior to the dates specified below, shall receive a one percent (1%) MRP on that date.

June 1, 1984
December 1, 1984
June 1, 1985
December 1, 1985

The MRP shall be calculated as one percent of the employee's actual salary on the date specified above.

Any employee who was on leave without pay for ten or more work days and/or holidays during the six-month period preceding the payment date will have this payment pro-rated.

31. RIDGE LANE

Notwithstanding anything to the contrary set forth in this Agreement the terms and conditions of employment which exist at Ridge Lane shall continue for the life of this Agreement. Any modifications shall be to bring such terms and conditions into conformity with those set forth in this Agreement. Nothing contained in this paragraph shall bind the Board in its sole discretion to continue the Ridge Lane Program.

32. RENEWAL CLAUSE

This Agreement shall be effective as of the first day of July 1983 and shall remain in full force and effect until the 31st day of December 1985 unless otherwise provided herein. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

If the Board does not decide to discontinue the Family Center merger by October 1, 1984 then the Board agrees to reopen negotiations on the subject of the appropriate salaries for affected employees.

It is mutually agreed by the parties hereto that they will be bound by all and singular, the covenants and agreements aforesaid.

IN WITNESS WHEREOF, the parties have hereunto set their hands this **3rd** day of **August**, 1984.

John Loos
John Loos
International Representative

Marie Drutz
Marie Drutz
President, Local 1087

She West

Lang Miller @

Carol Abraham

Phyllis Marx
Phyllis Marx
Chairman
Monmouth County Board of
Social Services

Sydney Kramer
Sydney Kramer
Secretary-Treasurer
Monmouth County Board of
Social Services



APPENDIX A

TITLES AND RANGES

<u>TITLE</u>	<u>RANGE</u>	<u>TITLE</u>	<u>RANGE</u>
Clerk	3	Supv. Clerk Bookkeeper	15
Psychiatric Aide	3	Supervising Clerk	15
Building Maintenance Worker	4	Supervising Data Entry Mach Op	15
Social Service Aide	5	Graduate Nurse	15
Account Clerk	5	Supv. Auto Typing Operation	15
Student Assistant	5	Income Maintenance Worker	16
Telephone Operator	6	Supervisor of Accounts	17
Clerk Bookkeeper	6	Coordinator of Volunteers	18
Clerk Transcriber	6	Alcoholism Counselor	18
Data Entry Machine Operator	7*	Employment Specialist	18
Senior Clerk	7	Investigator, CWA	18
Senior Office App. Operator	7	Social Worker	18
		Training Technician	18
Psychiatric Technician	8	Income Maintenance Specialist	18
Senior Telephone Operator/Inter.	8	Ass't Public Info Officer	18
Senior Clerk Steno	9	Rent & Housing Coordinator	18
Senior Clerk Transcriber	9	Principal Librarian	18
Senior Clerk Bookkeeper	9*	Social Work Specialist	20
		Medical Social Service Ass't.	20
Senior Data Entry Machine Operator	9	Home Economist	20
Recreation Assistant	11	Supv. Housing Rehab	20
Social Service Technician	11	Social Work Supervisor	21
Principal Clerk	11	Income Maintenance Supervisor	21
Principal Office App. Operator	11	Senior Investigator, CWA	21
Principal Clerk Bookkeeper	12	Ass't. Training Supervisor, CWA	21
Principal Account Clerk (Typing)	12	Supv. Coord. of Volunteers Ser.	21
Principal Clerk Transcriber	12	Public Information Officer	21
Supervising Telephone Operator	12	Psychiatric Social Work Supv.	23*
Income Maintenance Technician	13		
Psychiatric Charge Technician	13		
Principal Clerk Steno	13	*Effective 7/1/84	
Principal Data Control Clerk	13		
Principal Data Entry Machine Oper.	13		
Senior Maintenance Repairman	13		



APPENDIX B

MCBSS COMPENSATION SCHEDULE I - JANUARY 1, 1984

RANGE	INCREMENT	STEP							
		1	2	3	4	5	6	7	8
3	409	8171	8580	8989	9398	9807	10216	10625	11034
4	429	8580	9009	9438	9867	10296	10725	11154	11583
5	450	9009	9459	9909	10359	10809	11259	11709	12159
6	473	9459	9932	10405	10878	11351	11824	12297	12770
7	497	9932	10429	10926	11423	11920	12417	12914	13411
8	521	10429	10950	11471	11992	12513	13034	13555	14076
9	548	10950	11498	12046	12594	13142	13690	14238	14786
10	575	11498	12073	12648	13223	13798	14373	14948	15523
11	604	12073	12677	13281	13885	14489	15093	15697	16301
12	634	12677	13311	13945	14579	15213	15847	16481	17115
13	666	13311	13977	14643	15309	15975	16641	17307	17973
14	699	13977	14676	15375	16074	16773	17472	18171	18870
15	734	14676	15410	16144	16878	17612	18346	19090	19814
16	771	15410	16181	16952	17723	18494	19265	20036	20807
17	809	16181	16990	17799	18608	19417	20226	21035	21844
18	850	16990	17840	18690	19540	20390	21240	22090	22940
19	892	17840	18732	19624	20516	21408	22300	23192	24084
20	937	18732	19669	20606	21543	22480	23417	24354	25291
21	983	19669	20652	21635	22618	23601	24584	25567	26550
23	1084	21685	22769	23853	24937	26021	27105	28189	29273

APPENDIX C

MCBSS COMPENSATION SCHEDULE X - JANUARY 1, 1985

INCREMENT	STEP							
	1	2	3	4	5	6	7	8
438	8743	9181	9619	10057	10495	10933	11371	11809
459	9181	9640	10099	10558	11017	11476	11935	12394
481	9640	10121	10602	11083	11564	12045	12526	13007
506	10121	10627	11133	11639	12145	12651	13157	13663
532	10627	11159	11691	12223	12755	13287	13819	14351
558	11159	11717	12275	12833	13391	13949	14507	15065
586	11717	12303	12889	13475	14061	14647	15233	15819
615	12303	12918	13533	14148	14763	15378	15993	16608
646	12918	13564	14210	14856	15502	16148	16794	17440
679	13564	14243	14922	15601	16280	16959	17638	18317
712	14243	14955	15667	16379	17091	17803	18515	19227
748	14955	15703	16451	17199	17947	18695	19443	20191
786	15703	16489	17275	18061	18847	19633	20419	21205
825	16489	17314	18139	18964	19789	20614	21439	22264
865	17314	18179	19044	19909	20774	21639	22504	23369
910	18179	19089	19999	20909	21819	22729	23639	24549
954	19089	20043	20997	21951	22905	23859	24813	25767
1003	20043	21046	22049	23052	24055	25058	26061	27064
1052	21046	22098	23150	24202	25254	26306	27358	28410
1160	23203	24363	25523	26683	27843	29003	30163	31323

APPENDIX D

Exerpt from Monmouth County Board of Social Services 5/21/80 Meeting

Legal
Representa-
tion for
Employees

Mr. DeRidder explained that the subject of legal representation for employees was discussed with Mr. Armour and Mr. Feuchtwanger, at Mr. Armour's request.

By statute, State employees can be represented by the Attorney General's Office, if they are sued civilly for actions arising from their employment. In addition, the statute provides if a criminal complaint is brought against a State employee, alleging a crime committed within the scope of employment, the Attorney General may represent the employee, if in the Attorney General's judgment the complaint was made in an attempt to harrass the employee, or if there is no basis in fact.

Because of the relationship between the State and County workers, in the Family Center, and also because some County employees are concerned about the legality of their assigned duties, Mr. DeRidder felt the matter should be discussed with the Board. Mr. Armour and Mr. Feuchtwanger feel the same protection should be afforded to the County workers as the State workers presently receive.

Mr. DeRidder read a proposed resolution. The Board has insurance coverage which states if any Board employee acts negligently within the scope of employment, the Board's insurance policy will not only pay damages or claims, but will also defend that person in court. He gave examples of types of incidents which might arise under these circumstances. He said he is not aware of a single case, within the past 15 years, which might fit this category.

Since the Attorney General does not represent County employees, a decision-making body, i.e. the Board, would be substituted in place of the Attorney General, and would make decisions on a case-by-case basis, with the advice of the Board Counsel.

In reply to a question by Dr. Kramer, Mr. DeRidder said the Board's liability policy covers negligence in the scope of employment, however, the Board cannot purchase a policy which will cover a claim that alleges criminal conduct.

Freeholder Kramer said he agreed with the proposed resolution.

On Motion of Dr. Kramer, seconded by Mrs. Harris, the following resolution was unanimously adopted by the Board.

BE IT RESOLVED, that the Monmouth County Board of Social Services, at its Meeting, on Wednesday, May 21, 1980, approved of extending to all its employees the same rights and benefits presently enjoyed by State employees, under N.J.S.A. 59:10A-3, with the exception that the duty and authority of the Attorney General described in N.J.S.A. 59:10A-3 shall be exercised by the Monmouth County Social Services Board with the advice and counsel of the Board Attorney.

