

Contract # 8

AGREEMENT

Between

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

[DIVISION OF SOCIAL SERVICES]

CERICAL

Local 1087

January 1, 1989 - December 31, 1991

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P R E A M B L E

This Agreement entered into by the Monmouth County Board of Chosen Freeholders, hereinafter referred to as the "Employer", and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, 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

A. The Employer recognizes the Union as the sole representative of all employees of the Monmouth County Division of Social Services listed in Appendix A and excepting persons in the following titles:

Director and Secretary
Deputy Director and Secretary
Counsel and Associate Counsel and two Secretaries
Human Services Administrator
Administrative Supervisors
Executive Assistant
Fiscal Officer
Legal Assistants
Research Supervisor
Personnel Officer and all Personnel Office Staff
Chief of Administrative Services
Assistant Administrative Supervisors
Training Supervisor
Data Processing Coordinator
Assistant Chiefs of Administrative Services
Senior Administrative Analysts
Management Specialists
Administrative Analysts
Chief Clerk in Fiscal
Psychiatric Social Work Supervisor
Chief Investigator
Assistant Fiscal Officer
Assistant Data Processing Coordinator

B. 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 DEDUCTION

A. The Employer agrees to deduct monthly, from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly union dues. Monthly union 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.

B. 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.

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

arise out of any of the provisions of the Article.

D. 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. Payroll deductions are currently available 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 week with a 15 minute break in the morning and in the afternoon.

B. Employees will work a 32-1/2 hour week (6-1/2 hours per day) during the periods of June 19, 1989 - September 15, 1989; June 18, 1990 - September 14, 1990; and June 17, 1991 -September 13, 1991.

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 areas of work early, at the discretion of the Monmouth County Administrator. If there arises a need for a skeleton crew, volunteers shall be solicited first. In the event no volunteers are forthcoming, assignments 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-for-hour basis.

E. The Agency will close on Christmas Eve at 2:00 p.m.

4. EMERGENCY STAND-BY TIME

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

5. TEMPORARY ASSIGNMENT

A. 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. 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.

B. 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 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 emergency closing but excluding sick leave. If a single holiday falls within a Monday-Friday work week, that holiday shall for this purpose, be calculated as a day actually worked.

6. HOLIDAYS

A. 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
- Floating Holiday(with prior supervisory approval)

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

C. In addition, employees shall be granted any other days declared to be holidays by Proclamation of the Governor or if the Board of Chosen Freeholders authorizes a holiday. This shall not apply to other emergency or special purpose closings.

7. VACATION LEAVE

A. Vacation leave for full-time employees is granted and earned as per the chart below. Effective 1/1/90, during the first calendar year of employment an employee must actually earn vacation leave before utilizing it. Vacation leave for part-time employees is prorated.

YEARS OF SERVICE DAYS EARNED PER YEAR DAYS EARNED PER MONTH

1st - 5th	12	1
6th - 12th	15	1-1/4

13th - 20th	20	1-2/3
21st onward	25	2-1/12

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

C. Vacation leave 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. Vacation leave may be taken in quarter-hour increments. Any unused vacation may be carried forward into the next succeeding year only.

D. Earned vacation leave will be paid upon termination in accordance with Department of Personnel Rule 4A:6-1.2(f).

8. SICK LEAVE

A. 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. Effective 1/1/90, during the first calendar year of employment an employee must actually earn sick leave before utilizing it. Part-time employees will be granted sick leave on a prorated basis.

B. Sick leave may be taken in quarter-hour increments.

C. The Employer will provide an annual lump sum of \$5,000 to be used for an incentive program for good attendance for CWA represented employees, effective with the 1990 calendar year. A

committee designated by the Personnel Officer and the CWA President will develop the program.

9. PERSONAL LEAVE

A. Providing reasonable notice is given to the Employer, each full-time employee will be entitled to take three (3) Personal Leave days during the calendar year subject to the discretion of the Director of Social Services. During the first calendar year of employment, a new full-time employee will earn one-half (1/2) day of Personal Leave per month, after completion of one (1) calendar month of employment, up to a maximum of three (3) days. Employees will be entitled to four such days after the tenth (10th) year of employment. Part-time employees shall receive one Personal Leave day per year. During the first calendar year of employment a new part-time employee will earn 1/4 day per month.

B. Personal Leave shall not accrue from year to year. Personal Leave may be taken in half-day increments.

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 personal leave which he/she has available to him/her for the remainder of the year, upon employee's written request no more than quarterly to the Personnel Office.

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: mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, sister, brother or relative of the employee residing in the employee's household. Employees shall be granted up to a total of five as of 8/15/89 in the event of the death of a parent, child or spouse.

12. UNION LEAVE

A. The Union will be permitted an aggregate of 30 days per calendar year of time off with pay and 30 days per calendar year without 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 the Agreement for the matter to be conducted on Employer paid time. These days shall not be cumulative.

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 his/her 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 public portion of the regular meetings of the Board of Chosen Freeholders with no loss of pay.

D. Authorized Union representatives not to exceed four (4) 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.

E. The Director of Human Services shall permit a representative of CWA Local 1087 to participate in the Child Care Study Committee established by the County of Monmouth.

13. UNPAID LEAVES

A. 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.

B. 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.

C. 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 outside employment except that leaves to work

for the Union may be permitted. Employees granted leave of absence without pay shall have Sick, Vacation and Personal leave credits reduced at the same rate as earned.

14. STAFF DEVELOPMENT

A. Training Advisory Committee

(1) There shall be a Training Advisory Committee (TAC), chaired by the Training Supervisor, and further composed of representatives appointed by the Director of Social Services and two Union representatives appointed by the Union.

(2) The TAC will evaluate applicants for educational benefits in a timely manner and will also assist with the development of an annual training plan, staff development, training policies and procedures, conference procedures and programmatic direction. All such recommendations shall be forwarded to the Director of Social Services for approval. The TAC will meet as determined necessary by the Training Supervisor, but no less than quarterly.

B. Educational Benefits

(1) In order to apply for educational benefits, an employee must have (1) permanent Civil Service status, (2) at least two years of continuous satisfactory service immediately preceding the beginning date of the courses applied for, and (3) proof of acceptance at an accredited school for a Master's degree in Business Administration, Public Administration or Social Work; a Bachelor's degree in Business Administration, Public Administration, Social Work or related field; and Associates

degree; or course(s) necessitated by expanding and/or changing program functions and responsibilities.

(2) Full-time leave with a stipend and tuition payments may be applied for by senior year Bachelor's students and Master's students at any point during the Master's program provided that the employee did not receive a stipend during the previous 18 months. Only tuition reimbursement for up to 18 credits per year may be applied for in all other situations. Students must reapply to the TAC in the event that they wish to change their degree program or, if part-time, they fail to attend school for 12 months. Full-time students who fail to attend full-time and/or who decline the stipend for any approved semester will forfeit the benefit not used, and they must reapply if they wish the TAC to consider reinstating that benefit. A maximum of 8 credits required for preparation for a degree program will be reimbursed.

(3) The stipend will be based on an annual salary of \$13,200 (approximately \$1,100 per month) effective with the 1989 fall semester, \$14,400 (approximately \$1,200 per month) in 1990, \$15,600 (approximately \$1,300 per month) in 1991 (pro-rated to the academic calendar). Tuition payments up to the Rutgers' rate will be made directly to the school for full-time stipend students upon proof of successful completion of any previous semester's course(s) paid for by the agency. Tuition reimbursement up to the Rutgers rate will be paid to part-time students upon proof of successful completion of the course(s).

(4) Employees approved for educational benefits must sign an Educational Agreement which commits the employee to work a specific amount of time for the Employer after completing the degree or course(s): one and one-half months for each month of full-time leave with stipend and/or tuition aid, one month for each month of part-time students begins on the employee's first working day after completion of the semester for which the employee received tuition aid.

(5) It is understood that the Employer will determine funds and slots available for educational benefits. The Employer recognizes its commitment to the provision of educational opportunities for its employees and will endeavor to meet this commitment consistent with its overall budgetary obligations.

C. Training and Conference Time

(1) Both parties to this Agreement agree that an effective and appropriate training program, and the attendance of staff at appropriate and relevant outside seminars and conferences are worthwhile goals for the Employer and its employees.

(2) To this end, it is agreed that the Employer may mandate attendance of employees at training sessions, conferences or seminars, provided that the employer pays all costs, expenses, tuition, and to the extent necessary, grants the employee time off with no loss of regular pay thereof.

(3) It is further agreed that employees shall have the right to request leave without pay to attend conferences,

seminars or training sessions in which they wish to participate at no cost to the Employer.

(4) In addition to the above, the Employer may select certain conferences, seminars, or training opportunities which it wishes to sponsor, and notify eligible categories of employees of their availability. The Employer, at the time of notification will advise applicants to what extent paid leave, tuition, costs and expenses will be reimbursed by the Employer.

(5) With regards to paragraph 3 and 4 above, all applications must be submitted in advance and approval for attendance in each case will be based upon the relationship of the event to the employee's duties, the anticipated value of the experience to both the employee and the Employer, and the employee's previous record of education, professional needs and performance.

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

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 Disability Program.

B. Employees and their spouses who are currently on

Medicare are eligible for reimbursement of their Medicare premium. A voucher must be submitted on a timely basis to the Personnel Officer for forwarding to the Finance office each quarter: January, April, July and October.

C. All employees will be enrolled in the New Jersey State Temporary Disability Program.

D. 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, the Employer agrees to reopen this Agreement for the purpose of negotiating a dental plan for employees, within 30 days of a written request for such negotiations from the Union.

E. The Employer agrees to continue the Prescription Plan currently in effect, including those employees receiving benefits under the Disability Program.

F. In December of each year, the Employer will provide \$50.00 to each employee who was hired on or before October 1 of that year, in order to offset the cost of eye care.

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

H. 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.

16. AUTOMOBILE EXPENSE

A. The parties agree that each employee who is authorized and required to use his/her personal automobile for Employer's business shall be paid \$.25 per mile during 1989, \$.26 per mile during 1990, and \$.27 per mile during 1991; and automobile business insurance of \$18.00 per month effective 1989 and \$20.00 per month in 1991 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.

B. Employees will not be required to transport minor children in their personal automobiles. An agency car will be provided for this purpose.

C. The Employer will endeavor to assign at least one vehicle to each site at which 12 or more non-Income Maintenance field service workers (Social Workers, Social Work Specialists, Coordinators of Volunteers) are assigned. This clause shall not diminish Management's rights to maintain, service and/or reassign all vehicles in its motor pool in the best interest of the agency.

17. RETIREMENT

A. Any permanent employee shall be entitled upon retirement from the Public Employees' 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 \$13,000.00 during 1989, \$14,000.00 during 1990 and \$15,000.00 during 1991.

B. 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 from the date of return to employment.

C. 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 the effective date of retirement but before payment has been made, the payment shall be made to the employee's estate.

D. 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.

18. HEALTH AND SAFETY

A. The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Employer agrees to the formation of a Health and Safety Committee to be composed of two members designated by the Union, two members and a Chairperson designated by the Director

of Social Services. The Committee will meet monthly, for no more than two hours. The Committee shall have the function of advising the Director of Social Services and the Employer as to the safety and health problems involving employees and to propose solutions for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

B. In the event that an issue which is raised at a Committee meeting is not dealt with by the second following meeting (third in total), the Union may send the Director of Social Services a "Pre-Grievance Notice", outlining the problem. Should a meeting be skipped or canceled, it will nonetheless be treated as though it had taken place for purposes of this paragraph. This Notice will state that the issue will become a grievance within thirty calendar days unless significant action is taken to rectify the problem. This will allow the Director of Social Services fair notice and sufficient time to take appropriate action. In the event that a grievance is filed, it will be filed at the second step with the Chairperson of the Safety Committee.

C. When a health and safety violation occurs that requires corrective action by a landlord, the Director of Social Services will promptly notify the landlord of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the landlord within two working days after receipt.

D. The Employer will make every reasonable attempt to:

- (1) Maintain comfortable room temperatures,
- (2) Maintain adequate humidity levels and,
- (3) Maintain and clean the ventilation system on a regular basis.

E. If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

F. The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplicating equipment.

19. 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 not in conformity with this standard.

B. One male and one 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 or enforced. The use of these lavatories by persons other than employees shall not be subject to the grievance procedure.

C. The Employer agrees to maintain an employee's sickroom or area in the Employer's main building, and at the outreach offices located in Keansburg/Atlantic Highlands, Long Branch, and Neptune.

20. JOB OPENINGS

A. The following job openings, except entrance level clerical positions, for both bargaining and non-bargaining units shall be posted on all official bulletin boards for a period of five working days: a newly created position, a vacancy which occurs through a 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, reclassification, and letters of hire absent the hired employee's address.

B. Employees who are interested in transferring to another Section/Office may send a memo to the Section/Office Head so that their interest will be known and taken into consideration in the event of future non-posted vacancies.

C. Employees selected for transfer or reassignment will be given five days notice by the Personnel Officer or the Administrative Supervisor. The Employer agrees not to routinely involuntarily transfer the Union President, Vice President, Secretaries, Treasurer and/or the Chief Shop Steward (total of five) 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.

D. Up to five (5) employees may be chosen jointly by the Union and Personnel to review the results of promotional examinations on Agency time. This shall occur when those examination results effect their employment within the Agency. Any appeals filed by this group shall be copied to the Union and Personnel. Proof of attendance may be required.

E. The Personnel Officer will send the N.J. Department of Personnel promulgated examination results to the Union President upon receipt.

21. PERSONNEL PRACTICES

A. Each employee may review the contents of his/her file upon request. A Union representative may, with the employee's authorization, 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 employee's personnel file.

B. 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.

C. 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.

22. DISCIPLINARY ACTION

A. Disciplinary action which results in loss of pay and/or discharge shall only be for just cause.

B. Both parties recognize the preference for the use of progressive discipline, but also understand that such concepts must be applied flexibly, based upon the nature of the alleged infraction and the circumstances surrounding its occurrence.

C. Except in an emergency an employee who is being disciplined shall be advised of the reason for the disciplinary action and the proper corrective action needed to avoid additional discipline.

23. 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.

24. EQUAL TREATMENT

A. 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 obligations, physical handicap, religion, political affiliation, sexual preference, union membership or legal union activities.

B. It is understood that alleged violations of this Article by either the Union or the Employer shall be pursued

before administrative or judicial forums instead of the grievance procedures contained in this Agreement.

25. FULLY BARGAINED CLAUSE

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

26. SAVINGS CLAUSE

If any of the 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.

27. MANAGEMENT RIGHTS CLAUSE

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

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

C. The Employer retains the responsibility to promulgate

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

28. 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, 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 Employer with the advice and counsel of the Monmouth County Counsel.

It is understood that the Employer's insurance coverage will not only pay damages or claims, but will also defend that person in court if any employee acts negligently within the scope of employment.

29. RIDGE LANE

A. Notwithstanding anything to the contrary set forth in the Agreement the terms and conditions of employment which exist at Ridge Lane shall continue for the life of this Agreement except as set forth in this Article. 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.

B. All full-time employees receive double-time and one-half for holidays on which they work. All full-time employees receive an alternate compensatory day off if a holiday falls on their regular day off. Part-time employees receive one and one-

half time if they work on a holiday.

C. Full-time employees receive time and one-half after 35 or 37-1/2 hours as their regularly scheduled week. This is in the form of cash or compensatory time at the Employer's option. Part-time employees receive time and one-half after 35 hours, in cash or compensatory time at the Employer's option.

D. A minimum of two staff members will accompany groups of five or more patients on escorted field trips into the community. This does not apply to transportation of patients to drop them off.

30. GRIEVANCE PROCEDURE

A. 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 Management. If such discussion involves a matter covered by the definition of a "contractual grievance" in Section B, any resulting grievance shall be processed only through Union representation.

B. Definitions

The term "grievance" shall mean an allegation that there has been: (1) a misinterpretation or misapplication 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 misinterpretation of rules or regulations, existing policy, or orders applicable to the Division of Social Services which shall be processed up to and including the Director of Human Services, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance

The Employer agrees that at each step of the grievance procedure 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.

D. 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 under the provisions hereof, in writing, signed and delivered to his/her immediate Supervisor within 15 working days of the occurrence complained of, or within 15 working days after s/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 15

days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall render a decision, in writing, and signed, within 5 working days after receipt of the grievance.

Step 2

If the grievant is dissatisfied with the Supervisor's decision s/he must petition, in writing, and signed, and file his/her complaint with his/her Administrative Supervisor within 5 working days, and the Administrative Supervisor will render a decision, in writing, within 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 Social Services within 5 working days following the determination at Step 2. The Director or designee, shall render a decision, in writing, and signed, within 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 person to the meeting to take notes. However, this note-taker will not be paid by the Employer 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 of Social Services, the grievant may, within 5 working

days submit to the Director of Human Services a statement, in writing, and signed, as to the issue in dispute. The Director of Human Services shall review the decision of the Director of Social Services together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Director of Human Services. If the Union requests an appearance, the Director of Human Services will advise the Union within 10 working days as to a decision on granting an appearance; and within 5 working days of that decision or lack thereof, the Union will advise whether it wishes the Director of Human Services to consider and respond to the grievance or whether it will exercise its option to proceed directly to Step 5 regarding contractual grievances only. The Director of Human Services will render a decision, in writing, and signed, within 20 working days after this matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Director of Human Services shall be final.

The grievant may be represented by a Local Union Officer and/or 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 definition) except matters involving appointment, promotion or assignment or matters within the exclusive province of N.J. Department of Personnel (DOP) may be appealed to arbitration only

by the International Union. The Union must file the request for arbitration within 20 working days after the receipt of the written decision of the Director of Human Services 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 DOP. 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 DOP Law and Rules for which a specific appeal to DOP is available, the complaint must be presented to DOP directly. The grievant may pursue the DOP 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 on a case-by-case basis from the members of a panel maintained by PERC.

(e) The parties shall meet at least 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 Employer, 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 a violation of this Agreement is found, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except no award may be made which exceeds the authority of the Employer.

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

(i) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall confine any decision solely to the interpretation and application of this Agreement and to the precise issue submitted for arbitration. The arbitrator shall have no authority to determine any other issues not so submitted nor shall observations or declarations of opinions which are not essential in reaching this determination be submitted.

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

(k) 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.

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

(m) 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.

31. ANNIVERSARY DATES

A. All employees 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 the 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 1st of the following year.

B. 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. The new anniversary date will be computed in the same manner as though the employee was hired on the promotion date.

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

Calendar Days of Leave	Anniversary Date Change
30 days or less	No change in AD
Over 30 days but equal to or less than 120	AD change of 1 quarter
Over 120 days but equal to or less than 210	AD change of 2 quarters
Over 210 days but equal to or less than 300	AD change of 3 quarters
Over 300 days but equal to or less than 390	AD change of 4 quarters

32. PROMOTIONS AND DEMOTIONS

A. 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.

B. 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.

33. SALARIES

A. All employees will be paid at the ranges set forth in Appendix A, attached hereto. Effective 7/1/90 employees in clerical titles as denoted in said Appendix, will be moved one range upwards.

B. All employees will be paid on the schedules set forth in the Appendices to this Agreement as follows:

1. Effective 1/1/89 all employees will be paid in accordance with Appendix B (6% increase).

2. Effective 1/1/90 all employees will be paid in accordance with Appendix C (5.25% increase).

3. Effective 1/1/91 all employees will be paid in accordance with Appendix D (5% increase).

C. Effective 7/1/89 a system of seniority steps will be added to the existing salary schedules. To be eligible for placement on these steps an employee must have been at maximum (Step 9) for at least twelve months as of January 1 of that year and have a date of hire as set forth below. Movement from step to step will take place only on 7/1/89, 1/1/90 and 1/1/91. Future seniority steps, if any, will be subject to negotiations for future agreements.

1. Hire Dates for 1989 Seniority Steps
 - 1/5/69 - 1/4/74 Step A
 - 1/5/64 - 1/4/69 Step B
 - Earlier than 1/5/64 ... Step C

2. Hire Dates for 1990 Seniority Steps

1/5/70 - 1/4/75 Step A
1/5/65 - 1/4/70 Step B
Earlier than 1/5/65 ... Step C

3. Hire Dates for 1991 Seniority Steps

1/5/71 - 1/4/76 Step A
1/5/66 - 1/4/71 Step B
Earlier than 1/5/66 ... Step C

Seniority Steps A, B and C are 1%, 2% and 3% greater than Step 9 respectively.

D. In each year of this Agreement, merit increments will be granted to eligible employees on their anniversary date. Future increments, if any, will be subject to negotiation for future agreements.

E. Increments and seniority steps are mutually agreed to be part of the negotiated overall wage increase and are not automatic except as provided within this Agreement for the duration thereof. Pay raises resulting from merit increments, seniority steps and range changes will be implemented at the beginning of the payroll period that includes the effective date of the raise.

34. RENEWAL CLAUSE

This Agreement shall be effective as of the first day of January 1989 and shall remain in full force and effect until the 31st day of December 1991 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 90 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice

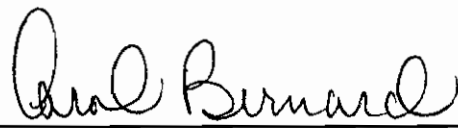
is given, negotiations shall begin no later than 90 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of August 1989 and as continued by the parties hereto on this day of May, 1991:



MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS



CWA, AFL-CIO, LOCAL 1087

RESOLUTION TO ADOPT NEGOTIATED AMENDED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, [Division of Social Services, Clerical].

Freeholder **NARUZANICK** offered the following resolution and moved its adoption:

WHEREAS the Monmouth County Board of Chosen Freeholders and the Communications Workers of America, AFL-CIO, have engaged in negotiations with regard to technical changes in its existing contracts so as to reflect the organization of the Division of Social Services under the Board of Freeholders and in a unit of employees comprising white collar clerical employees; and

WHEREAS negotiations between the parties have been successfully concluded and an amended written contract has been developed which records the agreement of the parties; and

WHEREAS the Board has been advised that the unit represented by the Communications Workers of America, AFL-CIO, has ratified this amended agreement and that it is fair and agreeable to them and is fair and agreeable to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the agreement reached with the Communications Workers of America, AFL-CIO, for the period January 1, 1989 through December 31, 1991 and in accordance with the terms therein set forth in the amended agreement, a copy of which is to be filed with the Clerk of the

agreement, a copy of which is to be filed with the Clerk of the Board.

BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Communications Workers of America, AFL-CIO, the Director of Human Services, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder **HANDLIN** and adopted on roll call by the following vote:

	YES	NO	ABSTAIN	ABSENT
Mrs. Handlin	(X)	()	()	()
Mr. Stoppiello	(X)	()	()	()
Mr. Narozanick	(X)	()	()	()
Mr. Powers	(X)	()	()	()
Mr. Larrison	(X)	()	()	()

JUNE 27 91
Robert C. Powers