

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 2284

MEDICAL HOMES

JANUARY 1, 1993 through DECEMBER 31, 1994

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ARTICLE 1

PREAMBLE

Section 1. This Agreement, made this 22nd day of July, 1993, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [Employer] and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2284 [Union], represents the complete and final understanding between the County of Monmouth and the Union:

Section 2. This Agreement entered into by the Employer and 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 terms and conditions of employment.

ARTICLE 2
RECOGNITION

Section 1. The County of Monmouth recognizes the Union as the sole and exclusive representative of employees in the following job classifications within the Monmouth County Department of Medical Homes:

Building Maintenance Worker	Building Service Worker
Food Service Worker	Linen Room Attendant
Laundry Room Worker	Institutional Attendant
Maintenance Repairer	Environmental Therapy Aide
Cook	Maintenance Repairer LPL
Practical Nurse.	

Section 2. The recognition of job classifications shall include recognition of all Senior classifications.

Section 3. Employees in the above classifications, and no others, shall have the right to be represented in this bargaining unit.

ARTICLE 3
UNION SECURITY

Section 1: The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made. This authorizations shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes. The Union will notify the Employer, in writing, at least thirty (30) days in advance of any change in dues structure.

Section 2: Any new employee in the bargaining unit who does not join the Union within one hundred twenty (120) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction as in Section 1 above. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its

certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

Section 3. The Union's entitlement to the representation fee shall continue beyond the terminate date of the Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. It is agreed that the Union shall establish and maintain at all times a demand and return systems as provided by N.J.S.A. 34:13A-15.5 (c) and 5.6 and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 4
UNION BUSINESS

Section 1: Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but shall be renewed or extended for a similar period upon the request of the Union. The request for renewal or extension shall be requested by the Union every six (6) months.

Section 2: Duly elected officials of the local Union who are selected as delegates, or as their designee or alternate, shall be granted an aggregate of twenty-five (25) days for each year of this Agreement to attend Union conventions and/or seminars. Notice to attend a Union convention or Union seminar shall be given to the Employer in writing at least seven (7) days prior to the expected attendance.

Section 3: If the president or the vice president of the local Union attends a departmental disciplinary hearing involving discipline of greater than five (5) days suspension and if that hearing is held outside of their normal work hours, then that officer shall be entitled to compensation time for the time spent at the hearing and in accordance with current policies.

ARTICLE 5

SENIORITY/JOB DESCRIPTIONS

Section 1: Seniority is defined as an employee's total length of service with the Employer, beginning with the original date of hire. In the event that two employees commence their employment on the same date, seniority shall be determined alphabetically. New employees shall be considered to be on probation for a period of ninety (90) days from the date of hire. During this period, the employee may be discharged at the will of the Medical Home and such discharge shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 2: In all cases of promotions, demotions, layoff, recall, shift assignment, transfers between facilities, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided the employee has the ability to perform the work involved. The employer agrees that where circumstances permit, day-to-days work assignments of employees will be made in such a manner as will provide senior employees with experience that will improve their ability to qualify for promotions in line with their seniority. In the event of layoff, the Union President shall be the last to be laid off and the first to be recalled after layoff.

Section 3: The Employer shall maintain an accurate up-to-date seniority roster showing each employee's date of hire,

classification and pay rate and shall furnish copies of the same to the Union upon request.

Section 4: The Employer shall promptly advised the appropriate Union representative of any changes which necessitate amendments to the seniority list.

Section 5: The parties shall develop posting language for promotional vacancies for which unit members are eligible and for shift vacancies, such posting to stand for five (5) working days.

ARTICLE 6
MANAGEMENT RIGHTS

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Nursing Homes in all the various aspects. Among the rights retained by the Employer are its rights to direct the working forces; to plan, direct and control all the operations and services of the Nursing Home to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and sub-contract out services; to relieve employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations, to change or eliminate existing methods, equipment of facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

ARTICLE 7

NO STRIKE PROVISION

Section 1: In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provisions is made herein and the Employer shall not cause any lockout.

Section 2: If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County of Monmouth or the Superior Court, Law Division, Monmouth County.

ARTICLE 8

WORK RULES

Section 1. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 2. A copy of all new written procedures and rules shall be provided to the Union President when issued.

Section 3. It is agreed that the Absenteeism Policy and Procedure Guidelines dated June 16, 1993, are acceptable to the parties.

ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1: It shall be the policy of the Medical Home to base the discipline and discharge of an employee on just cause.

Section 2: The sole right to discipline and discharge employees for cause is retained by the Medical Homes.

Section 3: The Medical Homes reserve the right to reject any new employee at any time with 90 calendar days from the date of hiring, in its sole discretion, the Employer finds that employee to be an undesirable employee for any reason.

Section 4: No claim involving discipline or discharge shall be submitted to the grievance arbitration if the matter is subject to the appeal procedures of the New Jersey Department of Personnel. Minor disciplinary actions not subject to the appeal procedures of the New Jersey Department of Personnel may be submitted to grievance arbitration.

Section 5: It is understood that part of the duties of all employees includes the recording of infractions or violations of Nursing Home policy by other employees. This recording shall be made on forms which are available to all employees. The extent of any discipline shall remain the prerogative of the Employer.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement shall be settled in the following manner:

Step 1:

The employee, with or without the Union Steward, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence or within ten (10) days of the time the employee should reasonably have knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2:

If the grievance has not been settled at Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee, and presented to the Administrator within seven (7) working days after the Supervisor's response as indicated in Step 1. The Steward for the Union may present this written grievance and in turn set up an appointment to discuss the grievance. Said appointment shall be set up within five (5) working days after the date of presentation. A written reply shall be given to the Steward by the Administrator within five (5) working days after the meeting.

Step 3:

If the grievance still remains unresolved, the Union shall present a written notice to the Executive Director or designee within five (5) working days after the date of the written reply of the Administrator as indicated in Step 2. The Executive Director or designee, shall schedule a hearing within five (5) working days after the review of the written grievance. A written reply shall be given to the Union by the Executive Director or designee within five (5) working days after the hearing.

Step 4:

If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Executive Director is due, upon written notice to the Executive Director, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union through the offices of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made,

providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 2. The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with Union Representatives, Employees and with Employer Representatives regarding matters of employee representation during working hours without loss of pay.

Section 3. Representatives of the Union who are not employees of the Employer, will be permitted to visit the Medical Home during their working hours, for the purpose of discussing Union representation matters. Such representative shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters. Such representatives shall give twenty-four (24) hours notice to the Employer.

Section 4. The Union may present any non-contract grievance in the following manner:

Step 1:

The non-contract grievance shall be reduced to writing, dated and signed by the union representative, and presented to the Administrator within ten (10) working days after its occurrence or within ten (10) days of the time the grievance should reasonably have been known. The Union may present this written grievance and in turn set up an appointment to discuss the grievance. Said

appointment shall be set up within five (5) working days after the date of presentation. A written reply shall be given to the Steward by the Administrator within five (5) working days after the meeting.

Step 2:

If the grievance still remains unresolved, the Union shall present a written notice to the Executive Director or designee within five (5) working days after the date of the written reply of the Administrator as indicated in Step 1. The Executive Director or designee, shall schedule a hearing within five (5) working days after the review of the written grievance. A written reply shall be given to the Union by the Executive Director or designee within five (5) working days after the hearing.

Step 3:

If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Executive Director is due, upon written notice to the Executive Director, present the matter in writing to the Monmouth County Administrator or designee, with a copy provided to the Monmouth County Personnel Officer. The Union shall in turn set up an appointment to discuss the grievance. Said appointment shall be set up within a reasonable time after the date of presentation. A written reply shall be given to the Union by the County Administrator or designee within ten (10) working days after the meeting, which reply shall be final.

ARTICLE 11

SALARY

Section 1: Salary Increases. (a) Effective January 1, 1993, and retroactive to that date, bargaining unit members who were employed on or before December 31, 1992, and who are employed on the date of the signing and final ratification of this agreement, shall receive a pay increase in the amount of five percent (5%) above their base salary of December 31, 1992.

(b) Effective June 26, 1993, and retroactive to that date, employees whose base salary as of December 31, 1992 was less than \$ 20,000.00 and who were employed on or before December 31, 1992 and who are employed on the date of the signing and final ratification of this agreement shall receive an additional pay adjustment so that their salary is then a total of \$ 2,000.00 over their December 31, 1992 base salary; and

(c) Effective June 26, 1993, and retroactive to that date, employees whose base salary as of December 31, 1992 was equal to or more than \$ 20,000.00 and who were employed on or before December 31, 1992 and who are employed on the date of the signing and final ratification of this agreement shall receive an additional pay adjustment so that their salary is then a total of \$ 1,500.00 over their December 31, 1992 base salary; and

(d) effective June 26, 1993, all minimum hiring salaries shall be increased by \$ 2,000.00:

TITLE	MINIMUM-effective June 26, 1993
Building Maintenance Worker	14,500
Building Service Worker	14,500
Cook	17,500
Envir Therapy Aide	16,000
Food Service Worker	14,500
Institutional Attendant	15,500
Linen Room Attendant	14,500
Laundry Room Worker	14,500
Maintenance Repairer	16,000
Maintenance Repairer LPL	18,000
Practical Nurse	21,000
Sr. Building Maintenance Worker	15,500
Sr. Building Service Worker	15,500
Sr. Cook	18,500
Sr. Envir Therapy Aide	17,000
Sr. Food Service Worker	15,500
Sr. Institutional Attendant	16,500
Sr. Linen Room Attendant	15,500
Sr. Maintenance Repairer	17,000
Sr. Maintenance Repairer LPL	19,000
Sr. Practical Nurse	25,000
Sr. Laundry Room Worker	15,500

(e) On January 1, 1994, bargaining unit members employed as of December 31, 1993, shall receive a wage increase of four and one-half percent (4.5%) over their 1993 base salary.

(f) Employees working on weekends shall continue be paid an additional seven and one-half percent (7.5%) of their hourly rate for each hour worked between midnight of Friday and midnight of Sunday.

Section 2: Promotions. When an employee is promoted or reclassified from one class to another having a higher salary range, then that employee's salary shall be increased by six percent (6%) of base pay or adjusted to the salary rate of the minimum of the new salary range, whichever is greater. It is understood that the salary adjustment shall not be such as to put the salary above the maximum of the established salary range for the new position.

Section 3: Performing in Higher Classification. Any employee who performs work in a higher paid classification will be paid the higher classification rate when performing those duties. An employee may work in a higher classification, at no increase in pay, for a reasonable time, not to exceed fifteen (15) days.

Section 4: During the term of this Agreement, the pay scale ranges will not be reduced unless by mutual consent.

Section 5: If an employee is not scheduled to work any hours on the Friday preceding pay day, pay check may be picked-up early, if available, on the Thursday before payday between the hours of 3:30 and 4:00 p.m. This provision shall not apply to the regular 3-11 shift or the 11-7 shift which will continue to receive paychecks as presently handled and it will not apply to an employee who has called in sick on the Thursday before payday.

ARTICLE 12

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1: A yearly uniform allowance shall be provided to all full-time, active employees who have been employed on a full-time, active basis for not less than six (6) months in the amount of \$450.00.

Section 2: A uniform allowance for all part-time employees shall be based upon a pro rata basis. A uniform allowance for all employees hired after January 1 of a year shall be based upon a pro rata basis for the first partial year.

ARTICLE 13
WORK SCHEDULES

Section 1. If an employee is requested to work a double shift, a fifteen (15) minute break is allowed prior to the start of shift. Employees will be allowed a forty-five (45) minute lunch break.

Section 2. Where the nature of the work involved requires continuous operations on a twenty-four hours per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis where reasonably possible, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year. If either day of an assigned weekend duty is missed because of a call-in sick of less than three day's duration, it shall not be counted in determining equal distribution of weekend duty.

Section 3. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shift in accordance with their seniority. Such references will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less-senior employee.

Section 4. The scheduled shift hours for employees with the titles of Institutional Attendant, Senior Institutional Attendant, Practical Nurse, and Senior Practical Nurse shall be 7:00 a.m. - 3:15 p.m. for those assigned to the day shift; 3:00 p.m. - 11:15 p.m. for those assigned to the evening shift; and 11:00 p.m. - 7:15 a.m. for those assigned to the night shift.

ARTICLE 14

OVERTIME/EMERGENCY OVERTIME

Section 1: Block System Scheduling.

In order to continue the Block System of scheduling, as requested by the employees, each employee shall be entitled to overtime.

Section 2: Distribution.

Overtime shall be distributed as equitably as possible, given the work requirements of the shift.

In this connection when overtime occurs, it shall be offered to hourly employees first. In the event no hourly employees are able to perform the said overtime, the County agrees to maintain a list of "Volunteers" who would be willing to perform said overtime. If this list is exhausted and no one volunteers for overtime, then the employer shall offer the overtime to employees on the previous shift involved on a seniority basis, rotating the list from the employee with the most shift seniority to the employee with the least shift seniority. It is, therefore, understood that the person with the least shift seniority will have to perform said overtime.

Section 3: When the County declares that there is an emergency situation or mandated work and calls an employee to perform such emergency or mandated work outside of the employee's normal working hours, the employee shall be compensated at time and one-half for such time worked. The County shall notify the

affected employee as soon as is reasonable or practicable of any anticipated overtime emergency or mandated work. An employee who works two (2) consecutive shifts shall be given a meal provided by the County.

Section 4: Where an employee has called in and is unable to report to work as scheduled, the Employer may require that a two (2) hour mandate be given to another employee on the preceding shift, with the understanding that the mandate given may be for the full work day if the employee who called in fails to report to work.

ARTICLE 15
WEATHER EMERGENCY

In situations where the Monmouth County Board of Chosen Freeholders declares a day off for inclement weather, such as snow, or other acts of God, for non-emergency employees it is understood that the John L. Montgomery Home and the Geraldine L. Thompson Medical Home will remain in operation. Thus, employees who are scheduled and are able to work will receive an additional day off at a future date at a straight time rate to be scheduled at the discretion of the Administrator. For those employees who are unable to work because of such weather conditions, a vacation, sick, compensatory or administrative day will be charged at the employees discretion.

ARTICLE 16
CALL-IN TIME

Section 1: Any employee who is requested and returns to work during periods other than the employee's regularly scheduled shift shall be paid time and one-half for such work and shall be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call-in time work assignment and his regular shift overlap, the employee shall be paid time and one-half for the first two hours of work and at regular rate for the balance of the regular work shift.

~~Section 2: An employee shall be required to call in at~~
least one (1) hour prior to reporting time if it is expected that he or she will be unable to report for work at the scheduled time. An employee who is late or has an unexcused or unauthorized absence will be subject to discipline.

ARTICLE 17

INSURANCE

Section 1. Medical/surgical and major medical insurance shall be provided by the County's self-insurance plan to be administered by a provider selected by the County.

Section 2. The Employer shall continue to maintain the current prescription drug insurance program.

Section 3. If the County of Monmouth grants to its unrepresented employees generally any additional health and welfare benefits, then such benefits will be made available to all employees in the bargaining unit.

Section 4. It is agreed that the County may implement its proposed medical Point of Service [POS] plan, and related programs, as outlined to union representatives on April 26, 1993, and that this implementation may be accomplished without further negotiations. Following implementation, if the Union wishes to negotiate any portion of the new POS or related programs, the County agrees to then open negotiations with the Union on those negotiable items only.

ARTICLE 18

VACATIONS

Section 1: One working day for each month worked during the first calendar year of employment.

Section 2: Twelve working days per year after the first calendar year of employment up to and including five years of service.

Section 3: Fifteen working days per year beyond five and up to and including twelve years.

Section 4: Twenty working days per year beyond twelve and up to and including twenty years.

Section 5: After twenty years of employment, twenty-five working days per year.

Section 6: For purposes of convenience, it is agreed that an employee who is employed for more than six months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave; an employee with six months or less service during his first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 7: Part-time employees receive vacation leave on a pro rata basis, i.e., employees on half-time service, after the first calendar year, receive six working days vacation per calendar year, etc. "Part-time employees" are defined for the

purposes of these benefits as employees who work less than the regularly scheduled work week, but twenty or more hours in the week.

Section 8: All vacation monies to be paid to employees on last week prior to vacation.

Section 9: An employee may request a maximum of one week of earned vacation allowance to be forwarded into the next succeeding year. The request shall be made in writing to the appropriate appointing authority prior to November 15th and may be approved for good reason shown.

Section 10: An employee may request use of vacation leave around holidays if requested in writing and approved in advance by the Administrator, provided that the decision of the Administrator shall not be subject to grievance. The present policy of not approving vacation leave for the period from November 15 to January 1 of each year shall continue.

ARTICLE 19

PAID LEAVES/UNPAID LEAVES

Section 1. Paid Leaves. Employees in the service of the Employer shall be entitled to the following leave of absence with pay:

(A) One working day sick leave with pay for each month of service from the date of appointment up to and including December 31st next following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed.

(B) If an employee is absent for five (5) consecutive days (working days) for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the doctor's certificate and charged against sick time.

(C) An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify his immediate supervisor, by telephone or personal message, at least two (2) hours before the beginning time of the employee's

shift, except in case of emergency.

(D) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local department of health.

(E) Three (3) administrative days with pay will be granted to employees at the John L. Montgomery Medical Home and Geraldine L. Thompson Medical Home subject to the following:

(1) Application for administrative leave days shall be made at least five (5) working days in advance unless in case of emergencies subject to approval of employee's immediate supervisor and administrator or her designee. No specific reason for the request will be required, except for emergencies.

(2) Leaves must be used within the calendar year prior to December 15th of the year and shall not be accumulated from year to year.

(3) Administrative leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

Section 2. Unpaid Leaves. Leaves of absence without pay and for a limited period shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

Section 3. Maternity Leave. Women employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted during the time prior

to the expected date of confinement (date of delivery) and for one (1) month after the actual date of delivery upon presentation of medical certificate.

Any requests for additional leaves of absence without pay for any employee who is unable to return to work because of continuing illness and inability to perform her job may be submitted to the appointing authority in accordance with the provisions for a request for leave of absence without pay provided for in this contract.

Section 4. Paternity Leave. Male employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted after the birth of their child for a period of one (1) week after the actual date of delivery upon presentation of a medical certificate.

Section 4. Educational Leave. After completing one year of service, any employees, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee. One (1) year leave of absence (with any requested extension for educational purposes) shall not be provided more than once every three (3) years. The purpose of educational leave is to improve or upgrade the employees skills or professional ability related to their County position. Employees shall also be granted leaves of absence for educational purposes not to exceed one (1) month in any calendar year -- to attend conferences, seminars, briefing

sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, relevant to their County positions. Employees returning from authorized leaves of absence as set forth above, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, or other employee rights, privileges or benefits. It is understood that credit for service will not be counted for the period of time the employee is on leave without pay.

Section 5. Military Service. Any employee who is a member of a reserve force of the United States of the this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Such duty is not to exceed 90 days. Any employee who entered into active service of the Employer shall be granted a leave of absence for the period of military service. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

Section 6. Jury Duty. Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between the jury duty compensation they receive and their regular wages for each day of jury service. Any compensation received by

employee while receiving full pay from the County while on jury duty shall be endorsed by employee for the County Treasurer.

Section 7. Unused Sick Leave Benefit. All permanent classified employees and employees granted sick leave under terms and conditions similar to classified employees shall be entitled upon retirement, death, or termination, provided the employee has served at least ten (10) years of continual full time employment with the County or is from a recognized Public Employee's Retirement System, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement or death.

Payment will be calculated as follows:

- a. One-half of employee's daily rate of pay for each day of earned and unused sick leave.
- b. Rate will be calculated based upon the average annual compensation received during the employee's last year of employment, prior to retirement or death.

Supplemental payment shall not exceed \$12,000.00. Supplemental payments shall not interfere with any existing pension or retirement funds. Break-in-service shall not affect accumulated sick days. An employee who has incurred or shall

incur a break in service as a result of 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. In order to be eligible for the supplemental payments, a retiring employee must be an active Monmouth County employee during the time prior to his/her retirement.

Applications for supplemental payment for accumulated sick leave may be obtained from the Department of Finance.

ARTICLE 20

HOLIDAYS

The following days are recognized paid holidays:

New Year's Day	Easter Sunday
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Employees who are scheduled to work on the holidays listed above in this Agreement, are to be paid at a rate of time and one-half, plus regular day's wages. In order to be eligible for holiday pay, an employee must have worked his full regular scheduled work day before and after the holiday, unless excused. Any other holidays granted to other County employees by resolution of the Board of Chosen Freeholders, The Governor of New Jersey, or President of the United States shall also be granted.

ARTICLE 21
DEATH IN FAMILY

Section 1. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child.

Section 2. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent or other member of the employee's immediate household.

Section 3. The County reserves the right to verify the legal relationship of a decedent to an employee requesting bereavement leave or to require verification of death.

ARTICLE 22
WORKERS' COMPENSATION

The present County policy of Workmen's Compensation shall apply to this Agreement.

ARTICLE 23
EQUAL TREATMENT

The Employer and Union agree there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities; provided, however, that no grievance arising under this Article shall be submitted to the Arbitration Step of the Contractual Grievance Procedure but shall, instead, be submitted to the jurisdiction of the appropriate administrative agency.

ARTICLE 26
GENERAL PROVISIONS

Section 1: Bulletin Boards. The Employer will make available one enclosed bulletin board for the posting of official Union notices in the employee dining room at each facility. The Union agrees to limit the posting of Union notices to such bulletin boards.

Section 2: Severability. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 3: Discussions. The Union and the Employer agree to sit down on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union Representative(s) and Management Representative(s). Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.

These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free discussion of existing problems concerning both parties.

ARTICLE 27

TERM AND EXTENT OF AGREEMENT

Section 1: This Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1994. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

Section 2: In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the coming section.

Section 3: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall be before the anniversary date set forth in the preceding Section.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal at Freehold, New Jersey on this 22nd day of July, 1993:

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
LOCAL 2284

MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

Ann A. ...

Harry Larrison, Jr.
Harry Larrison, Jr.
Freeholder Director

Raymond ...

Linda ... Shop Steward

Andrea Schwartz

Sharon ... Shop Steward

Mary Beth ... Shop Steward (RPN)

Kathleen ...
Harold ...