

2-022

(3-16-76)

13-00

THIS BOOK DOES
NOT CIRCULATE

*File
Personal*

A G R E E M E N T

Between:

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF MONMOUTH

and:

MONMOUTH COUNCIL #9
NEW JERSEY CIVIL SERVICE ASSOCIATION

(BLUE COLLAR)

JANUARY 1, 1976 through DECEMBER 31, 1977

*Excluded
Copy*

[Faint, illegible text]

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PREAMBLE	1
II	RECOGNITION OF ASSOCIATION	1
III	ASSOCIATION ACTIVITY	2
IV	VISITATION PRIVILEGES FOR ASSOCIATION AGENTS	2
V	EQUAL TREATMENT	2
VI	RIGHTS OF INDIVIDUALS	3
VII	MANAGEMENT RIGHTS CLAUSE	3
VIII	WORK RULES	4
IX	GRIEVANCE PROCEDURE	4
X	WORK SCHEDULE	8
XI	SALARY	9
XII	COMPENSATION FOR PERFORMANCE OF HIGHER FUNCTIONS	9
XIII	LONGEVITY PAY SCHEDULE	10
XIV	HOLIDAYS	11
XV	VACATIONS	11
XVI	SCHEDULING OF VACATIONS	12
XVII	UNUSED SICK LEAVE	12
XVIII	PAID MEALS	12
XIX	SAFETY EQUIPMENT	12
XX	EYE GLASSES	13
XXI	PARKAS	13
XXII	NO STRIKE, ETC.	13
XXIII	COMPLETE AGREEMENT	13
XXIV	SEVERABILITY AND SAVINGS	14
XXV	TERMINATION	14

ARTICLE I

PREAMBLE

This Agreement made this _____ day of _____, 1976, by and between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH, hereinafter referred to as the "Employer" and the MONMOUTH COUNCIL #9, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the "Association", has as its purpose the promotion of harmonious relations between Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates or pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION OF ASSOCIATION

The Employer recognizes the Association as the sole representative of the Blue Collar employees for the purpose of discussing proposals covering wages, hours of work and other terms and conditions of employment.

INCLUDED:

- (1) HIGHWAY DEPARTMENT -- includes laborers, heavy equipment operators, equipment operator, truck driver and mechanics.
- (2) BUILDINGS AND GROUNDS -- includes building maintenance workers, senior building maintenance workers, building service workers, maintenance repairers, senior maintenance repairers, guard, public property.
- (3) ENGINEERING DEPARTMENT -- traffic maintenance workers, and senior traffic maintenance workers.

(4) BRIDGE DEPARTMENT -- Bridge repairers, senior bridge repairers and laborers.

(5) SHADE TREE -- Tree climbers.

EXCLUDED:

All other employees of the County of Monmouth.

ARTICLE III

ASSOCIATION ACTIVITY

The Employer and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and, further, that there shall not be any discrimination or coercion against any employee because of Association membership or nonmembership.

ARTICLE IV

VISITATION PRIVILEGES FOR ASSOCIATION AGENTS

Where, in the opinion of the County, or the Association, it is reasonable and necessary for an Association Agent other than employees to enter County property at a specific County operation to investigate a previously filed grievance, such Agent shall first secure written permission for County Personnel Office and shall then obtain a mutually satisfactory date and time for the visit. A representative of the County shall accompany the Association Agent while he is at the operation.

ARTICLE V

EQUAL TREATMENT

The Employer and the Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

ARTICLE VI

RIGHTS OF INDIVIDUALS

Nothing contained in this Article shall abridge the rights of the County of Monmouth, its agent and employees, under the Law of the State of New Jersey.

ARTICLE VII

MANAGEMENT RIGHTS CLAUSE

Except where such rights and authority are specifically relinquished or limited by provisions of this Agreement, the County will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it. The County shall have the sole and absolute right, responsibility and prerogative of management of the County affairs and direction of the working force, including, but not limited to, the following:

(1) To determine the care, maintenance and operation of equipment and property used for and on behalf of the County.

(2) To establish or continue policies, practices, and procedures for the conduct of County business and, from time to time, to change or abolish such policies or procedures.

(3) To discontinue processes or operations or to discontinue their performance by employees.

(4) To select and determine the number and types of employees required to perform the County operations.

(5) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons where it shall be in the best interest of the County or department, provided however, the same shall be in accordance with Title 11.

(6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the County, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

(7) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(8) To establish contracts or sub-contracts for County operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members. All work customarily performed by the employees, shall be continued to be so performed unless in the sole judgment of the County it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Monmouth County Board of Chosen Freeholders and the Administration by virtue of statutory provisions and are not subject to delegation in whole or part. Such rights may not be subject to review or determination in any grievance.

ARTICLE VIII

WORK RULES

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

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1: General. A "Grievance" shall mean a complaint

by employee(s) that there has been a misinterpretation or violation of policies, agreements and administrative decision affecting them.

Section 2: Definition of a Grievance. A grievance is any combination of circumstances because of which an employee is dissatisfied with working conditions which are beyond his control, but which may be subject to remedy by his superior.

It may result from: alleged safety or health hazards; unsatisfactory physical facilities, surroundings, materials or equipment; unfair or discriminatory supervisory and disciplinary practices; unjust treatment by fellow employees; unreasonable assignment of working hours or personal time allowances; unfair or unreasonable work quotas; unsatisfactory performance; and other situations relating to conditions of employment.

Section 3: Exceptions to Grievance Procedure. This procedure shall not serve as an avenue of appeal for matters which must by law or Civil Service Rule be decided by Civil Service through its exclusive appeal procedures which shall include but not be limited to:

1. Removals (4:1-16.9):
2. Suspension, Fine, Demotion (4:1-16.7);
3. Resignations Not in Good Standing (4:1-16.14);
4. Layoffs and Demotions (4:1-16.4);
5. Removal at End or During Working Test Period (4:1-13.7);
6. Classification Review (4:1-6.5)
7. Review of Determination by Chief Examiner and Secretary (4:1-8.15);
8. Removal of Names from Eligible Lists (4:1-12.12);
9. Probationary Progress Reports.

Section 4: Procedure to be Followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days of its occurrence.

Step 1:

Any employee having a grievance shall present it in the first instance to his immediate supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his representative shall be present.

Step 2:

If the employee is not satisfied with the decision of his immediate supervisor at the first step, the grievance shall be put in writing, signed by the employee and presented to the employer's next level of authority within three (3) working days after the decision of the employee's immediate supervisor. For the purpose of this grievance procedure, the employee's next level of authority shall be considered the Department Head. Copies of the written grievance shall be forwarded to the Department Head and to the Secretary of the Association. The employee's Department Head shall, within five (5) working days of the receipt of the written grievance arrange a meeting with the employee and his representative. The Department Head shall give to the employee and the Secretary of the Association his

written answer to the written grievance within three (3) working days after the date of such meeting.

Step 5:

If the employee or the Association is not satisfied with the written answer of the employee's Department Head, the Association shall, within three (3) working days following the date of the written answer of the employee's Department Head, submit to the Clerk of the Board of Chosen Freeholders a written request for a meeting. Such meeting shall occur at a mutually agreeable time and place, not later than five (5) working days after the written request for such discussion. The Employee shall be entitled to be present at such meeting. The Clerk of the Board of Chosen Freeholders or his representative shall give a written decision to the employee and the Association within five (5) working days after such discussion takes place, or within such additional period of time that may be mutually agreed upon.

Step 4:

If the grievance is still unsettled, the Association may within fifteen (15) days, after the decision of the Clerk of the Board of Chosen Freeholders, give written notice demanding arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employee and the Association shall have the right to strike

two names from the panel, The Employer shall strike the first name; the Association then strike one name, etc., and the name remaining 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 in accordance with law.

However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings 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 5: Representation. In using the grievance procedure established herein, an employee is entitled at each Step to be represented by his Association representative or an attorney of his own choosing, but not by both. However, both may be present.

ARTICLE X

WORK SCHEDULE

Section 1: For the purpose of this contract the regular schedule of an employee's work shall consist of forty (40) hours, five (5) days of eight (8) hours each, Monday through Friday.

Section 2: It is recognized that a one (1) fifteen (15) minute coffee break will be provided in the mornings, and a one (1) fifteen (15) minutes break will be provided in the afternoons.

Section 3: Overtime will be paid at time and one half (1 1/2) for any work over eight (8) hours in a given day or forty (40) hours for the week.

ARTICLE XI

SALARY

Section 1: Effective January 1, 1976 the salary of each employee covered by this agreement who is in the services of the County of Monmouth on December 31, 1975 shall receive, in addition to their salary rate as of December 31, 1975, an increase for the year 1976 of 7.5%.

Section 2: Effective January 1, 1977 the salary of each employee covered by this agreement who is in the services of the County of Monmouth on December 31, 1976 shall receive, in addition to their salary rate as of December 31, 1976, an increase for the year 1977 of \$650.00.

Section 3: It is recognized that the above salary adjustments are in lieu of any other salary increment for the years 1976 and 1977.

ARTICLE XII

COMPENSATION FOR PERFORMANCE OF HIGHER FUNCTIONS

Additional compensation for performing higher functions, if under the pressures of operations, it is necessary that an employee be assigned to a higher functional title, additional compensation for performing the higher function shall be allowed to permanent employees as follows:

(1) Vacation - If the employee is assigned to duties of higher rank due to vacation for a period for forty (40) consecutive hours or more, that employee assigned to the higher rank shall receive for such services additional compensation equal to five (5%) per cent of his base pay for the period in question or compensation equivalent to the minimum

payment for the classification for the higher position - whichever compensation is higher.

(2) For Reasons Other Than Vacation - If the employee is assigned to duties of a higher rank due to reasons other than vacation for a period of two (2) consecutive weeks or more, that employee assigned to the higher rank shall receive for such services after said initial two (2) week period additional compensation equal to five (5%) per cent of his base pay for the period in question or compensation equivalent to the minimum payment for the classification for the higher position - whichever compensation is higher.

(3) Emergency Snow Work - Employees assigned to a higher function for a complete shift during emergency snow removal, shall receive additional compensation equal to five (5%) per cent of his base pay for the actual number of hours worked.

It is recognized that it is the intent of this section to authorize pay for higher assignments as indicated above. In no case shall supervisors deliberately try to circumvent the payment of the higher rate by deliberately re-assigning an employee back to his original duties prior to the forty (40) hours in vacation or two (2) weeks in non-vacation.

ARTICLE XIII

LONGEVITY PAY SCHEDULE

It is agreed that should any other employee group under the direct control of the Freeholders receive longevity payments, then said longevity payments will apply immediately to the Blue Collar unit.

ARTICLE XIV

HOLIDAYS

Section 1: The following days are recognized paid holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Section 2: Employees working on the above listed holidays shall be compensated at the rate of time and one half (1 1/2) plus holiday pay.

Section 3: Any other holidays granted to the County employees as a holiday shall be provided for by the employee continuing to work as scheduled, at regular wages, but to receive a compensatory day to be scheduled by the Supervisor.

ARTICLE XV

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 years and up to and including twelve years.

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

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

Section 6: For the purpose 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.

ARTICLE XVI

SCHEDULING OF VACATIONS

In scheduling vacations consideration shall be given to the effective operation of the various Departments and employees with the greatest length of service within the specific Department shall receive preference in scheduling of vacations.

ARTICLE XVII

UNUSED SICK LEAVE

It is agreed that employees shall receive unused sick leave pay in accordance with a resolution adopted by employer at a public meeting on April 15, 1975, which resolution is attached hereto and made a part hereof.

ARTICLE XVIII

PAID MEALS

The present practice of employer providing payment of meals for employees working during snow or other emergencies shall continue.

ARTICLE XIX

SAFETY EQUIPMENT

Safety equipment is provided and available and all employees must utilize this equipment. Included in such equipment which will

be provided by the employer, will be steel toed safety shoes, either high cut or low cut. Said shoes will be provided sometime during 1976.

ARTICLE XX

EYE GLASSES

If an employee's eyeglasses are broken or damaged while actually on the job and person immediately in charge of the employee certifies to employer that the eyeglasses were broken or damaged in the line of duty, the employer agrees to provide or pay for reasonable repair or replacement.

ARTICLE XXI

PARKAS

Employer will issue and make available on or about November 1, 1976 parkas for use by Highway personnel.

ARTICLE XXII

NO STRIKE, ETC.

Neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the various Departments regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article, may be discharged or otherwise disciplined by the County pursuant to the Rules and Regulations of the Civil Service Commission and any State Statute applicable thereto.

ARTICLE XXIII

COMPLETE AGREEMENT

This Agreement is the entire agreement of the parties, terminating all prior agreements and practices and concluding all collective

bargaining during the term of the agreement, except however, the present practices as to such items of employment as sick leave, personal leave, and insurance are agreed to be continued.

The Association specifically waives the right to bargain with respect to any subject or matter referred to or covered in the Agreement, or to any subject or matter not specifically referred to or covered in this Agreement, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE XXIV

SEVERABILITY AND SAVINGS

4 If any provision of this Agreement are subsequently declared, by the proper Legislative or Judicial authority, to be unlawful, unenforceable, or not in accordance with applicable statutes and Board of Freeholders' policies, all other provisions of the Agreement, providing that all sections, paragraphs, subdivisions, clauses or provisions of this Agreement which are inconsistent with the provisions of Title 14, entitled "Civil Service of New Jersey Administrative Code, Civil Service Rules", or Title 11, entitled "Civil Service", of the Revised Statutes of New Jersey are, to the extent of such inconsistency be declared of no force or effect.

ARTICLE XXV

TERMINATION

This Agreement shall be effective retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1977 and is the full and complete agreement between the parties.

On or about October 1, 1977, the parties shall meet to renegotiate the terms and conditions of employment. The contract will remain in affect until a successor contract has been finalized and signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal in Freehold, Monmouth County, New Jersey, on this 16th day of November, 1976.

MONMOUTH COUNCIL #9, NEW JERSEY CIVIL SERVICE ASSOCIATION

BY: [Signature]

ATTEST:

[Signature]
[Signature]

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH

BY: [Signature]

ATTEST:

[Signature]

RESOLUTION AUTHORIZING SUPPLEMENTAL PAYMENTS
CONCERNING UNUSED ACCUMULATIVE SICK LEAVE FOR
RETIRING EMPLOYEES

Mr. Kramer, for Director Gumbs, offered the following resolution and moved its adoption:

WHEREAS, employees of the County of Monmouth are entitled to sick leave days each year which days may be accumulative from year to year; and

WHEREAS, there are a number of conscientious employees in Monmouth County Government who have not used all their sick leave and it is felt that it is in the best interest of the County of Monmouth and the employees that such employees receive supplemental compensation at the time of their retirement or death.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that any employee in the classified service of the County and each County employee not in the classified service who has been granted sick leave under terms and conditions similar to classified employees shall be entitled upon retirement from 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 on the employment records and certified by the appointing authority on the effective date

of his retirement or death.

BE IT FURTHER RESOLVED that an employee who elects a deferred retirement benefit shall not be eligible for the supplemental compensation payment provided under this resolution.

BE IT FURTHER RESOLVED that the supplemental compensation payment to be paid pursuant hereto shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement or death, provided however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

BE IT FURTHER RESOLVED that upon application made by an employee or representative in case of death, his appointing authority shall certify within forty-five (45) days the number of earned and unused accumulated sick leave for which supplemental compensation is to be paid.

BE IT FURTHER RESOLVED that the lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retiree employee under any other statute.

BE IT FURTHER RESOLVED that 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 regardless of whether such separation occurred prior to the effective date of this resolution. An employee incurring a break in service for any other type of separation on and after the effective date of this resolution shall have his sick leave computed only from the date of return to employment.

BE IT FURTHER RESOLVED that in the event of an employee's death the payment shall be made to his estate.

BE IT FURTHER RESOLVED that the Clerk of the Board, County Treasurer and County Administrator shall jointly prepare and submit to this Board proposed rules and regulations to implement this resolution, including but not limited to the procedure for application and for payment of such supplemental compensation and establishment of a special account for payment of such supplemental compensation.

BE IT FURTHER RESOLVED that this resolution supplements and clarifies the prior resolutions on this subject that the Board adopted October 1, 1974 and December 27, 1974 and anything in said resolutions that is inconsistent with this resolution is superceded, vacated and set aside.

Seconded by Mr. Lynch and adopted on roll call by the following vote:

Messrs.	Yes	No	Abstain
Larrison	()	()	() (Absen
Kavalek	(x)	()	()
Lynch	(x)	()	()
Kramer	(x)	()	()
Gumbs	(x)	()	()