AGREEMENT

Between

MONMOUTH COUNTY BOARD OF SOCIAL SERVICES

and

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Local 1087

√ JULY 1, 1981

JUNE 30, 1983

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PREAMBLE

This Agreement entered into by the Monmouth County Board of Social Services, hereinafter referred to as the "Employer", and the Communications Workers of America, AFL-CIO, hereinafter referred to as "CWA" has as its purpose the promotion of harmonious relations between the Employer and the CWA, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. All the terms and conditions of this Agreement are to become effective July 1, 1981, unless specifically agreed otherwise.

1. RECOGNITION

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

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

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

2. UNION DUES AND PAYROLL DEDUCTIONS

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

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

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

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

3. HOURS OF WORK AND OVERTIME

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

Employees will work a 32½ hour week (6½ hours per day)
during the period of sixtemexisxxxSeptemberxixxxx1984xxxx44xxixxx

1982
thexperiod of June 21/- September 17, 1982 and beginning
- June 30, 1983.

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.

In the event of inclement weather, employees may leave their area of work early, at the Director's discretion.

4. EMERGENCY STAND-BY TIME

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

5. TEMPORARY ASSIGNMENT

When an employee works outside his/her classification at the request of Management for a period of five (5) or more

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consecutive working days, the employee shall receive the rate of pay for that /classification or the rate of pay for his/her job own classification, whichever is higher for said period of

If the employee works at a higher job classification, said employee will be paid time. This article shall become effective on the signing of this Agreement.

at the same basis as though said employee was provisionally promoted to said job title.

6. HOLIDAYS

The following days are paid holidays:

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

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

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

7. VACATION LEAVE

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

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

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

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

Vacation allowances must be taken during the current calendar year, at such time as permitted or directed by the appointing authority, unless it has been determined that it cannot be taken, in accordance with Ruling 11, Part II, Section 5.b (5). Any unused vacation may be carried forward into the next succeeding year only.

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

8. SICK LEAVE

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

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

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

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

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

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

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9. ADMINISTRATIVE LEAVE

Providing reasonable notice is given to the Employer, each full time employee will be entitled to take three (3) Administrative Leave days during the calendar year subject to the discretion of the Director. During the first calendar year of employment, a new full-time employee will earn one-half (1/2) day of Administrative Leave per month, after completion of one (1) calendar month of employment, up to a maximum of three (3) days. Administrative Leave shall not accrue from year-to-year.

10. NOTICE OF AVAILABLE LEAVE

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

11. BEREAVEMENT LEAVE

Employees shall be granted up to a total of three bereavement days per calendar year in the event of the death of the following family members: father, mother, mother-in-law, father-in-law, grandmother, grandfather, grand-child, spouse, child, foster child, sister, brother or relative of the employee residing in the employee's household. Bereavement leave days shall not accrue from year-to-year.

12. UNION LEAVE

It is agreed that the Union will be allowed up to nine (9) days with pay during the period of January 1st through June 30th, 1982 and up to 21 days per contract year thereafter. These days are not cumulative and are to be used for the specific purpose of Union business.

13. UNPAID LEAVES

Leaves without pay may be granted pursuant to Ruling 11 at the discretion of the Employer.

14. TRAINING, ORIENTATION AND TRAINING ADVISORY COMMITTEE

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

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

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

15. MEDICAL BENEFITS

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 and Major Medical Plan), including those employees receiving benefits under the Income Protection Plan. In the event the County of Monmouth institutes the 14/20 Blue Cross/Blue Shield Series, the Employer agrees to institute such a benefit plan for the employees.

Employer agrees to maintain at least the same benefits as are now present in the current Income Protection Plan as revised on October 1, 1973.

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

The Board agrees to continue the Drug Prescription Plan

Program currently in effect, including those employees receiving
benefits under the Income Protection Plan.

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

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

An employee who is absent from the job as a result of an on-the-job accident or injury, and has filed a Worker's 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

The parties agree that each employee who is authorized and required to use his/her personal automobile for Employer's

business shall be paid automobile business insurance of \$15.00 per month, providing employee shows proof of coverage; and \$.185 per mile. These amounts are to be paid after the filling of a monthly voucher. If the State increases the reimbursement rate in their Travel Regulations above \$.185 per mile, the Employer agrees to re-open negotiations on such an increase, within thirty (30) days of receipt of a written request for such negotiations from the Union.

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

17. SAFETY COMMITTEE

The Board agrees to the formation of a Safety Committee.

The Committee shall be composed of two members selected by the Union, two members selected by Management and the remainder of the committee selected by those four members. The Committee will meet monthly for no more than two hours.

18. STANDARD WORKING AREA

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

19. JOB OPENINGS

The following job openings, except entrance level clerical positions, for both bargaining and non-bargaining unit, shall be posted on all official bulletin boards for a period of five working

days: a newly created position, a vacancy which occurs through leave of absence, resignation, termination or the first vacancy resulting from a promotion. 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 and letters of hire absent the hired employees address.

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

20. PERSONNEL PRACTICES

Each employee may review the contents of his/her file upon request. A Union representative may, with the employee's 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. Such response shall be directed to the appropriate party and shall be included in the respondent's personnel file.

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

21. WORK RULES

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

22. EQUAL TREATMENT

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

23, FULLY BARGAINED CLAUSE

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

24. SAVINGS CLAUSE

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

25. MANAGEMENT RIGHTS CLAUSE

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

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

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

26. RENEWAL CLAUSE

This Agreement shall be effective as of the first day of July 1981 and shall remain in full force and effect until the 30th day of June 1983 unless otherwise provided herein. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

Purpose

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

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

Definitions

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

(1) - A mis-interpretation or mis-application of the terms of this

Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or (2)inequitable, improper, unjust application or mis-interpretation of
rules or regulations, existing policy, or orders applicable to the

Welfare Board which shall be processed up to and including the

Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

Steps of the Grievance Procedure

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

Step 1

The grievant shall institute action under the provisions hereof, in writing, signed and delivered to his/her immediate Supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after she/he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The Supervisor shall render a decision, in writing, and signed, within five (5) working days after receipt of the grievance.

Step 2

If the grievant is dissatisfied with the Supervisor's decision, she/he must petition, in writing, and signed, and file his/her complaint with his/her Administrative Supervisor within two (2) working days, and the Administrative Supervisor will render a decision, in writing, and signed, within ten (10) working days after receipt of the grievance.

Step 3

In the event satisfactory settlement has not been reached, the grievant shall, in writing, and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant may be represented by an employee who is the Shop Steward, or Local Union Officer. The Director of Welfare, or his designee, shall render his decision, in writing, and signed, within ten (10) working days after the receipt of the complaint. In the event a designee is to act on behalf of the Director, the grievant will be notified prior to the meeting.

Step 4

Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement, in writing, and signed, as to the issue in dispute. In the event the grievant files his/her statement with the Board at least ten (10) working days prior to a Board Meeting, the matter shall be placed on the agenda for that Board Meeting. Statements filed less than ten (10) working days before a Board Meeting may be heard by the Board at the meeting or, at the Board's discretion, placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision, in writing, and signed, within twenty (20) working days after the Board Meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

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

Step 5

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

receipt of the Board's written decision.

- B. Nothing in the Agreement shall be construed as compelling the International Union to submit a grievance to arbitration or to represent an employee before Civil Service. The International Union's decision to request the movement of a grievance to arbitration, or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the International Union.
- C. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to Civil Service is available, the individual may present his/her complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing, and signed, at the appropriate time on the grievance form.
- D. The arbitrator shall be selected from the members of a panel maintained by PERC on a case-by-case basis.
- E. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- F. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

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

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

- H. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. She/he shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall she/he submit observations or declarations of opinions which are not essential in reaching the determination.
- I. The costs and services of the arbitrator shall be borne equally by the Board and the International Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

- J. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- K. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision, in writing, within thirty (30) days after the close of the hearing.
- L. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

28. ANNIVERSARY DATES

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

All employees hired July 1, 1972 or thereafter, will have their anniversary dates computed as follows: Employees hired July 1st through September 30th have an anniversary date of October 1st of the following year; employees hired from October 1st through December 31st will have an anniversary date of January 1st of the second year following year of hire; employees hired from January 1st through March 31st will have an anniversary date of April 1st of the following year; and employees hired from April 1st through June 30th will have an anniversary date of July 1 of the following year, in accordance with the provisions of Ruling 11.

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

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

Calendar Days of Leave
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

29. PROMOTIONS AND DEMOTIONS

Promotions - Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize this employee's salary to the proper step of the new range.

Demotions - If any employee is subsequently appointed to another title with a lower salary, the employee's salary will be reconstructed, or equalized, on the basis of the employee's previous employment record, in accordance with Ruling 11.

SALARIES AND OTHER PAYMENTS

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

Commencing 7/1/81 in accordance with Schedule I of Ruling 11 (Appendix B).

Commencing 1/1/82 in accordance with Schedule X of

Ruling 11 (Appendix C).

in accordance with the appropriate compensation schedule in the revised Commencing 7/1/82 employees with he paid 7% above referred to in 1.b. above,

Ruling 11 in effect

approximately

7/1/82 which represent

Schedule X, In the event Ruling 11 exceeds 7%, the

parties shall re-open negotiations.

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

September 17, 1982 and effective June 13, 1983 - June 30, 1983 Effective June 21, 1982, during the 13 week periods of

summer hours, the pay of each employee will be reduced proport-

ionally to reflect the reduced working hours.

based exclusively on a salary differential of 21/28/of the minimum step of the salary

in the revised Ruling in effect on July 1, 1982.

terminate June 30, 1983.

Annual merit increments will be given on each employee's anniversary date as determined by Article 28 in accordance with Ruling 11.

Employees who have reached the maximum step (step 8) of their

salary range and who have been at that maximum step for a minimum of one shakkxinstradxreceivex\$k00xonxtheirxannivexsaxyxdatexdxxixox

year and would be eligible for an increment had they not been at step 8, shall is the same of their anniversary date during the contract year July 1, 1981 to June 30, 1982 receive a cash payment of \$100 and for the contract year July 1, 1982 to June 30 while the contract year July 1, 1982 to June 30 while the contract year July 1, 1982 to June 30 while the contract year July 1, 1983, a cash pay-

1983, a cash payment of \$110.

receive \$110 xix xfiseal xyear xbeginning xJuly x1x x1982 xand ending x

b. If the County of Monmouth adopts a longevity plan for its employees the Board agrees to re-open negotiations on such longevity plan, within thirty (30) days of receipt of a written request for such negotiations from the Union. In the event a longevity plan is adopted by the Board, the \$100/110. payments to employees at maximum who are not receiving an increment will cease.

REPRESENTATION FOR EMPLOYEES ON CERTAIN LEGAL MATTERS 31.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20 $^{1\!\! h}$ day of January , 1982.

Jean Jawett-Oren Durector International Rep. CWA

Pres. Local 1087, CWA

Karend Parks

greet Everyean

Pauling H. Waske

Carol Wramount

See Randstoller

James W. Parker, Jr.

Chairman

Monmouth County Board of Social Services

Walter Trillhaase, Secretary-Treasurer Monmouth County Board of Social Services

Reviewed and Approved by:

G.Thomas Riti, Director Division of Public Welfare

APPENDIX A

TITLES AND RANGES

TITLE	RANGE	TITLE	RANGE
Clerk	3	Supervising Clerk	15
Building Maint. Worker	4	Graduate Nurse	15
Social Service Aide	5	Income Maintenance Worker	16
Account Clerk	5	Coordinator of Volunteers	17 1
Telephone Operator	6	Supv. of Accounts	17
Clerk Transcriber	6	Alcoholism Counselor	18
Senior Clerk	7	Employment Specialist	18
Senior Off. App. Operator	7	Investigator, CWA	18
Terminal Operator	7	Social Worker	18
Senior Clerk Bookkeeper	8	Training Technician	18
Senior Telephone Operator/Interp.	.8	Income Maintenance Specialist	18
Senior Clerk Transcriber	9	Rent & Housing Coordinator	18
Senior Terminal Operator	9	Principal Librarian Social Work Specialist	18 20
Recreation Assistant	11	Medical Soc.Ser. Assistant	20
Social Service Technician	11	Home Economist	20
Principal Clerk	11	Social Work Supervisor	21
Principal Off. App. Operator	11	Income Maintenance Supv.	21
Principal Clerk Bookkeeper	12	Senior Investigator, CWA	21
Principal Account Clerk (Typing)	12	Ass't Training Supv. CWA	- 21
Principal Clerk Transcriber	12	Supv. Coord.of Vol. Ser.	21
Income Maintenance Technician	13	Public Information Officer	21
Principal Clerk Steno	13		
Principal Data Control Clerk	13	* Effective 7/1/82 - Will become	ome
Principal Terminal Operator	13	Range 18	
Supv. Clerk Bookkeeper	15		

APPENDIX B

$\underline{\mathtt{C}} \ \underline{\mathtt{O}} \ \underline{\mathtt{M}} \ \underline{\mathtt{P}} \ \underline{\mathtt{E}} \ \underline{\mathtt{N}} \ \underline{\mathtt{S}} \ \underline{\mathtt{A}} \ \underline{\mathtt{T}} \ \underline{\mathtt{I}} \ \underline{\mathtt{O}} \ \underline{\mathtt{N}} \quad \underline{\mathtt{S}} \ \underline{\mathtt{C}} \ \underline{\mathtt{H}} \ \underline{\mathtt{E}} \ \underline{\mathtt{D}} \ \underline{\mathtt{U}} \ \underline{\mathtt{L}} \ \underline{\mathtt{E}} \quad \underline{\mathtt{I}}$

EFFECTIVE July 1, 1981

$\underline{A} \ \underline{N} \ \underline{N} \ \underline{U} \ \underline{A} \ \underline{L} \quad \underline{S} \ \underline{A} \ \underline{L} \ \underline{A} \ \underline{R} \ \underline{I} \ \underline{E} \ \underline{S}$

(This schedule represents approximately a 6% increase over the compensation schedule L reflected in Ruling 11 in effect July 1, 1980)

Range	Incre-	Min. <u>1st</u>	<u>2nd</u>	3rd	4th	5th	6th	7th	Max.
			<u></u>						
100	295.44	5904.86	6200.30	6495.74	6791.18	7086.62	7382.06	7677.50	7972.94
IO1	311.20	6200.30	6511.50	6822.70	7133.90	7445.10	7756.30	8067.50	8378.70
102	325.64	6511.50	6837.14	7162.78	7488.42	7814.06	8139.70	8465.34	8790.98
I03	341.40	6837.14	7178.54	7519.94	7861.34	8202.74	8544.14	8885.54	9226.94
104	358.46	7178.54	7537.00	7895.46	8253.92	8612.38	8970.84	9329.30	9687.76
105	376.84	7537.00	7913 .84	8290.68	8667.52	9044.36	9421.20	9798.04	10174.88
106	396.55	7913.84	8310.39	8706.94	9103.49	9500.04	9896.59	10293.14	10689.69
107	416.25	8310.39	8726.64	9142.89	9559.14	9975.39	10391.64	10807.89	11224.14
108	437.25	8726.64	9163.89	9601.14	10038.39	10475.64	10912.89	11350.14	11787.39
10 9	458.26	9163.89	9622.15	10080.41	10538.67	10996.93	11455.19	11913.45	12371.71
I10	480.59	9622.15	10102.74	10583.33	11063.92	11544.51	12025.10	12505.69	12986.28
III	504.21	10102.74	10606.95	11111.16	11615.37	12119.58	12623.79	13128.00	13632.21
I12	529.17	10606.95	11136.12	11665.29	12194.46	12723.63	13252.80	13781.97	14311.14
I13	556.73	11136.12	11692.85	12249.58	12806.31	13363.04	13919.77	14476.50	15033.23
I14	584.32	11692.85	12277.17	12861.49	13445.81	14030.13	14614.45	15198.77	15783.09
I15	613.19	12277.17	12890.36	13503.55	14116.74	14729.93	15343.12	15956.31	16569.50
I16	644.73	12890.36	13535.09	14179.82	14824.55	15469.28	16114.01	16758.74	17403.47

Appendix B
Compensation Schedule I effective 7/1/81

Range	Incre-	Min. <u>1st</u>	<u>2nd</u>	<u>3rd</u>	4th	<u>5th</u>	<u>6th</u>	<u>7th</u>	Max.
I17	677.54	13535.09	14212.63	14890.17	15567.71	16245.25	16922.79	17600.33	18277.87
I18	710.37	14212.63	14923.00	15633.37	16343.74	17054.11	17764.48	18474.85	19185.22
I19	745.81	14923.00	15668.81	16414.62	17160.43	17906.24	18652.05	19397.86	20143.67
I20	783.92	15668.81	16452.73	17236.65	18020.57	18804.49	19588.41	20372.33	21156.25
I21	823.28	16452.73	17276.01	18099.29	18922.57	19745.85	20569.13	21392.41	22215.69
I22	864.00	17276.01	18140.01	19004.01	19868.01	20732.01	21596.01	22460.01	23324.01
I23	907.33	18140.01	19047.34	19954.67	20862.00	21769.33	22676.66	23583.99	24491.32
I24	951.97	19047.34	19999.31	20951.28	21903.25	22855.22	23807.19	24759.16	25711.13
125	1000.55	19999.31	20999.86	22000.41	23000.96	24001.51	25002.06	26002.61	27003.16
I26	1050.46	20999.86	22050.32	23100.78	24151.24	25201.70	26252.15	27302.62	28353.08
127	1102.96	22050.32	23153.28	24256.24	25359.20	26462.16	27565.12	28668.08	29771.04
I28	1158.14	23153.28	24311.42	25469.56	26627.70	27785.84	28943.98	30102.12	31260.26
I29	1215.89	24311.42	25527.31	26743.20	27959.09	29174.98	30390.87	31606.76	32822.65
I30	1276.30	25527.31	26803.61	28079.91	29356.21	30632.51	31908.81	33185.11	34461.41
I31	1340.64	26803.61	28144.25	29484.89	30825.53	32166.17	33506.81	34847.45	36188.09
I32	1407.62	28144.25	29551.87	30959.49	32367.11	33774.73	35182.35	36589.97	37997.59
I33	1477.19	29551.87	31029.06	32506.25	33983.44	35460.63	36937.82	38415.01	39892.20
I34	1552.04	31029.06	32581.10	34133.14	35685.18	37237.22	38789.26	40341.30	41893.34
I35	1628.21	32581.10	34209.31	35837.52	37465.73	39093.94	40722.15	42350.36	43978.57
I36	1709.62	34209.31	35918.93	37628.55	39338.17	41047.79	42757.41	44467.03	46176.65
I37	1796.26	35918.93	37715.19	39511.45	41307.71	43103.97	44900.23	-46696.49	48492.75
I38 ⁻	1885.57	37715.19	39600.76	41486.33	43371.90	45257.47	47143.04	49028.61	50914.18

APPENDIX C

$\underline{\mathtt{C}} \ \underline{\mathtt{O}} \ \underline{\mathtt{M}} \ \underline{\mathtt{P}} \ \underline{\mathtt{E}} \ \underline{\mathtt{N}} \ \underline{\mathtt{S}} \ \underline{\mathtt{A}} \ \underline{\mathtt{T}} \ \underline{\mathtt{I}} \ \underline{\mathtt{O}} \ \underline{\mathtt{N}} \quad \underline{\mathtt{S}} \ \underline{\mathtt{C}} \ \underline{\mathtt{H}} \ \underline{\mathtt{E}} \ \underline{\mathtt{D}} \ \underline{\mathtt{U}} \ \underline{\mathtt{L}} \ \underline{\mathtt{E}} \quad \underline{\mathtt{X}}.$

EFFECTIVE January 1, 1982

$\underline{\mathtt{A}} \ \underline{\mathtt{N}} \ \underline{\mathtt{N}} \ \underline{\mathtt{U}} \ \underline{\mathtt{A}} \ \underline{\mathtt{L}} \quad \underline{\mathtt{S}} \ \underline{\mathtt{A}} \ \underline{\mathtt{L}} \ \underline{\mathtt{A}} \ \underline{\mathtt{R}} \ \underline{\mathtt{I}} \ \underline{\mathtt{E}} \ \underline{\mathtt{S}}$

(This schedule represents approximately a 10% increase over the compensation schedule L reflected in Ruling 11 in effect July 1, 1980)

Range	Incre-	Min. <u>1st</u>	2nd	<u>3rd</u>	4th	<u>5th</u>	<u>óth</u>	7th	Max.
X00	306.59	6127.68	6434.27	6740.86	7047.45	7354.04	7660.63	7967.22	8273.81
X01	322.94	6434.27	6757.21	7080.15	7403.09	7726.03	8048.97	8371.91	8694.85
X02	337.93	6757.21	7095.14	7433.07	7771.00	8108.93	8446.86	8784.79	9122.72
X03	354.29	-7095.14	7449.43	7803.72	8158.01	8512.30	8866.59	9220.88	9575.17
X04	371.99	7449.43	7821.42	8193.41	8565.40	8937.39	9309.38	9681.37	10053.36
X05	391.06	7821.42	8212.48	8603.54	8994.60	9385.66	9776.72	.10167.78	10558.84
X06	411.51	8212.48	8623.99	9035.50	9447.01	9858.52	10270.03	10681.54	11093.05
X07	431.96	8623.99	9055.95	9487.91	9919.87	10351.83	10783.79	11215.75	11647.71
X08	453.75	9055.95	9509.70	9963.45	10417.20	10870.95	11324.70	11778.45	12232.20
X09	475.55	9509.70	9985.25	10460.80	10936.35	11411.90	11887.45	12363.00	12838.55
X10	498.73	9985.25	10483.98	10982.71	11481.44	11980.17	12478.90	12977.63	13476.36
X11	523.24	10483.98	11007.22	11530.46	12053.70	12576.94	13100.18	13623.42	14146.66
X12	549.13	11007.22	11556.35	12105.48	12654.61	13203.74	13752.87	14302.00	14851.13
X13	577.74	11556.35	12134.09	12711.83	13289.57	13867.31	14445.05	15022.79	15600.53
X14	606.37	12134.09	12740.46	13346.83	13953.20	14559.57	15165.94	15772.31	16378.68
X15	636.33	12740.46	13376.79	14013.12	14649.45	15285.78	15922.11	16558.44	17194.77
X16	669.06	13376.79	14045.85	14714.91	15383.97	16053.03	16722.09	17391.15	18060.21
X17	703.10	14045.85	14748.95	15452.05	16155.15	16858.25	17561.35	18264.45	18967.55
X18	737.18	14748.95	15486.13	16223.31	16960.49	17697.67	18434.85	19172.03	19909.21

Appendix C
Compensation Schedule X effective 1/1/82

Range	Incre-	Min. <u>1st</u>	2nd	<u>3rd</u>	4th	<u>5th</u>	<u>6th</u>	7th	Max.
X19	773.96	15486.13	16260.09	17034.05	17808.01	18581.97	19355.93	20129.89	20903.85
X20	813.49	16260.09	17073.58	17887.07	18700.56	19514.05	20327.54	21141.03	21954.52
X21	854.35	17073.58	17927.93	18782.28	19636.63	20490.98	21345.33	22199.68	23054.03
X22	896.61	17927.93	18824.54	19721.15	20617.76	21514.37	22410.98	23307.59	24204.20
X23	941.57	18824.54	19766.11	20707.68	21649.25	22590.82	23532.39	24473.96	25415.53
X24	987.89	19766.11	20754.00	21741.89	22729.78	23717.67	24705.56	25693.45	26681.34
X25	1038.31	20754.00	21792.31	22830.62	23868.93	24907.24	25945.55	26983.86	28022.17
X26	1090.10	21792.31	22882.41	23972.51	25062.61	26152.71	27242.81	28332.91	29423.01
X27	1144.58	22882.41	24026.99	25171.57	26316.15	27460.73	28605.31	29749.89	30894.47
X28	1201.84,	24026.99	25228.83	26430.67	27632.51	28834.35	30036.19	31238.03	32439.87
X29	1261.78	25228.83	26490.61	27752.39	29014.17	30275.95	31537.73	32799.51	34061.29
X30	1324.45	26490.61	27815.06	29139.51	30463.96	31788.41	33112.86	34437.31	35761.76
X31	1391.24	27815.06	29206.30	30597.54	31988.78	33380.02	34771.26	36162.50	37553.74
X32	1460.73	29206.30	30667.03	32127.76	33588.49	35049.22	36509.95	37970.68	39431.41
Х33	1532.94	30667.03	32199.97	33732.91	35265.85	36798.79	38331.73	39864.67	41397.61
X34	1610.61	32199.97	33810.58	35421.19	37031.80	38642.41	40253.02	41863.63	43474.24
X35	1689.64	33810.58	35500.22	37189.86	38879.50	40569.14	42258.78	43948.42	45638.06
X36	1774.14	35500.22	37274.36	39048.50	40822.64	42596.78	44370.92	46145.06	47919.20
X37	1864.05	37274.36	39138.41	41002.46	42866.51	44730.56	46594.61	48458.66	50322.71
X38	1956.72	39138.41	41095.13	43051.85	45008.57	46965.29	48922.01	50878.73	52835.45

APPENDIX D

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

Legal
Representation for
Employees

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

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

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

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

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

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

Freeholder Kramer said he agreed with the proposed resolution.

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

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