

A G R E E M E N T

THIS DOES NOT
CIRCULATE

Between:

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF MONMOUTH

AND

MONMOUTH COUNCIL #9
NEW JERSEY CIVIL SERVICE ASSOCIATION.

(BRIDGE)

*Bridge Operators &
Bridge Attendants*

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Department of Management and
Labor Relations

JUN 26 1979

RUTGERS UNIVERSITY

JANUARY 1, 1979 through DECEMBER 31, 1980

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ARTICLE 1

PREAMBLE

This Agreement made this _____ day of _____, 1979 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 of pay, hours of work and other conditions of employment.

ARTICLE 2

RECOGNITION OF ASSOCIATION

The Employer recognizes the Association as the sole representative of the employees in the following job classifications for the purpose of discussing proposals covering wages, hours of work and other terms and conditions of employment:

INCLUDED:

All Bridge Operators and Bridge Attendants employed by the Monmouth County Bridge Department.

EXCLUDED:

All Chief Bridge Operators, Professional, Craft, Clerical,

Confidential, Bridge Repairmen and supervisory employees. The term "supervisory employee" means any individual having authority, in the interest of the Employer to hire, transfer, suspend, lay off, recall, promote, discharge, or effectively recommend the same, who shall not have the right to be represented in this bargaining unit.

ARTICLE 3

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 4

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 Bridge operations to investigate a previously filed grievance, such Agent shall first secure written permission from the 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 Bridge operation.

ARTICLE 5

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 6
RIGHTS OF INDIVIDUALS

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

ARTICLE 7
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 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 employee 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 judgement 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 in part. Such rights may not be subject to review or determination in any grievance.

ARTICLE 8

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 9

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 decisions 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) All appeals should
be directed to the Office of Personnel and Training;
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 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 Chief Bridge Operator 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

the Chief Bridge Operator 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 Chief Bridge Operator. For the purpose of this grievance procedure, the employee's next level of authority shall be considered the Bridge Supervisor. Copies of the written grievance shall be forwarded to the Supervisor and to the Secretary of the Association. The employee's Supervisor shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and his representative. The Supervisor 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 3:

If the employee or the Association is not satisfied with the written answer of the employee's Supervisor, the Association shall, within three (3) working days following the date of the written answer of the employee's Supervisor, submit to the Personnel Director 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 Personnel Director 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 Personnel Director, 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 shall then strike one name, etc., and the name remaining shall be final and binding on the parties. 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 10

WORK SCHEDULE

Section 1: Where the nature of the work involved requires continuous operation on a twenty-four hour per day, seven days per week basis, the regular schedule of an employee's work shall consist of forty hours, five days of eight hours each.

Section 2: It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes; such as, but not limited to, rotation of shifts, vacations, leaves of absences, weekend and holiday duty, absenteeism, employee requests and temporary shortage of personnel and emergencies. No such deviation shall be considered as violations of this contract.

Section 3: In the event there is a deviation from the regular schedule of work that results in an employee working a double shift in one day (other than by rotation of shift), the employee, in addition to his other compensation, shall receive a three (\$3.00) dollar, per diem, meal allowance for each such event.

ARTICLE 11

SALARY

Section 1: (a) Effective January 1, 1979, the salary of each employee covered by this agreement, who was in the service of the County of Monmouth on December 31, 1978, shall

receive, in addition to his base salary rate as of December 31, 1978, an increase for the year of 1979 in the amount of \$800.

(b) No adjustment in pay will be made for those employees hired in 1979, except for those employees whose salary is below the minimum of the appropriate range. Any employee whose salary is below the minimum for the established range for the year of 1979 will be adjusted to the minimum of his/her range effective on the date of hire.

Section 2: (a) Effective on January 1, 1980, the salary of each employee covered by this agreement, who is in the service of the County of Monmouth on December 31, 1979, shall receive in addition to his base salary rate as of December 31, 1979 an increase for the year 1980 in the amount of \$800.

(b) No adjustment in pay will be made for those employees hired in 1980, except for those whose salary is below the minimum of the appropriate range. Any employee whose salary is below the minimum for the established range for the year of 1980 will be adjusted to the minimum of his/her range effective on the date of hire.

Section 3: The salary ranges for the years 1979 and 1980 shall be established as follows:

TITLE	1979	1980
Bridge Attendant	6856-9920	6856-10,720
Bridge Operator	7484-11,832	7484-12,632

Section 4: It is understood that any employee who

has left County employment prior to the introduction of the 1979 budget shall not be eligible for any retroactive increase.

ARTICLE 12

BEREAVEMENT LEAVE

Employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in their immediate family. Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

ARTICLE 13

COMPENSATION FOR PERFORMANCE OF HIGHER FUNCTIONS

If under the pressures of operations, it is necessary that an attendant be assigned as an operator or that an operator be assigned as a Chief Operator, additional compensation for performing the higher function shall be allowed to permanent (not temporary or emergency employees) Bridge employees as follows:

(1) Vacation - If the employee is assigned to duties of rank, due to vacation for a period of 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.

ARTICLE 14

HOLIDAYS

Section 1: The following days are recognized paid holidays:

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

Section 2: Employees working on the above listed holidays shall be compensated at the rate of time and one-half for that day.

Section 3: Any other holidays or emergency days granted to 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 15

VACATIONS

Section 1: One working day for each month worked

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, up to and including twelve years.

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

ARTICLE 16

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 operations of Monmouth County Bridges or motor vehicle, boat or pedestrian traffic connected with bridge operations, 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 17
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, that the present practices as to such items of employment as holidays, sick leave, insurance and terminal sick leave payment, are hereby 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 18
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this