

Contract # 768

AGREEMENT

Between

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

MANAGEMENT ASSOCIATION
[DIVISION OF SOCIAL SERVICES]

January 1, 1992 - December 31, 1994

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PREAMBLE

This Agreement entered into by the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the Employer or the County], and the Management Association [hereinafter referred to as the Union], has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive representative of employees of the County at the Monmouth County Department of Human Services, Division of Social Services [Agency] in a unit of management employees, permanent and provisional, in the following titles, but excluding clerical-professional employees, confidential employees, managerial executives, police, and blue collar employees:

Director of Social Work Services

Administrative Supervisor, Income Maintenance

Administrative Supervisor, Social Work

Data Processing Coordinator

Chief of Administrative Services

Assistant Administrative Supervisor, Income Maintenance

Assistant Administrative Supervisor, Social Work

Training Supervisor

Administrative Analyst and Senior Administrative Analyst

Assistant Chief Administrative Services

Psychiatric Social Work Supervisor.

Section 2. Any new title authorized for use by the Employer at the Agency will be negotiated for inclusion or exclusion from the bargaining unit. In the event that agreement is not reached, the title will be excluded from the bargaining unit pending resolution by the Public Employee Relations Commission [PERC].

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees to deduct monthly, from the pay of each employee who furnishes a written authorization for such deduction, in a form acceptable to the Employer, the amount of monthly union dues. Monthly union dues shall be such 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 dues is to be made.

Section 2. Deduction of the union dues made pursuant to this Article shall be remitted by the Employer to the Union 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, by mailing same to the Union at Box 921, Freehold, New Jersey 07728.

Section 3. The Union shall indemnify and hold the Employer harmless against any and all such claims, suits, orders of judgements brought or issued against the Employer that shall arise out of any of the provisions of the Article.

Section 4. Authorized Union representatives not to exceed four (4) shall be released from duty for such collective negotiation sessions as are mutually scheduled to take place during work time and shall suffer no loss in regular pay.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and constitution of the State of New Jersey.

Section 2. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

Section 3. The Employer retains the responsibility to promulgate and enforce rules and regulations subject to the limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of the Agreement.

Section 4. The Employer shall establish reasonable and necessary written rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE 4

PERSONNEL PRACTICES AND DISCIPLINARY ACTION

Section 1. Each employee may review the contents of their personnel file upon request and may authorize a Union representative to accompany them while they review their file. An employee shall have the right to respond to any document in their personnel file within 30 working days of its receipt by the employee. A response shall be directed to the appropriate party and shall be included in the employee's personnel file.

Section 2. Employees shall be given a copy of all memos and documents which are to be included in their personnel file. This shall not apply to routine records, for example attendance, etc. Additionally, employees will be afforded the opportunity to initial all documents which are of a disciplinary nature prior to such placement in the file.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of Management. However, if such discussion involves a matter covered by the definition of a "contractual grievance", any resulting grievance shall be processed only through Union representation.

Section 2. Definitions. The term "grievance" shall mean an allegation that there has been: (1) a misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or (2) inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Division of Social Services which shall be processed up to and including the Director of Human Services, and shall hereinafter be referred to as a "non-contractual grievance".

Section 3. Presentation of a Grievance. The Employer agrees that at each step of the grievance procedure there shall be no

loss of pay for the time spent in presenting the grievance by the grievant and one Union representative.

Section 4. 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 present a written grievance to the Deputy Director within 15 working days of the occurrence complained of, or within 15 working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within 15 days shall be deemed to constitute an abandonment of the grievance. The Deputy Director shall render a written decision within 5 working days after receipt of the grievance.

Step 2

In the event satisfactory settlement has not been reached, the grievant shall file the complaint with the Division Director within 5 working days following the determination at Step 1. The Director, shall render a written decision within 10 working days after the receipt of the complaint.

Step 3

Should the grievant disagree with the decision of the Division Director, the grievant may, within 5 working days, submit a statement to the Director of Human Services as to the issue in dispute. The Director of Human Services shall review the decision of the Director of Social Services together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request

an appearance before the Director of Human Services. The Director of Human Services will render a written decision within 20 working days after this matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Director of Human Services shall be final.

Step 4

(a) Any unresolved contractual grievance, except matters involving appointment, promotion or assignment or matters within the exclusive province of New Jersey Department of Personnel [DOP], may be appealed to arbitration only by the Union. The Union must file the request for arbitration within 20 working days after the receipt of the written decision of the Director of Human Services on the grievance or lack thereof.

(b) Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The 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 Union.

(c) The grievant may pursue the DOP procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected.

(d) The arbitrator shall be selected on a case-by-case basis from the members of a panel maintained by PERC.

(e) The parties shall meet at least 10 working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

(g) The arbitrator may prescribe an appropriate back pay remedy when a violation of this Agreement is found, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except no award may be made which exceeds the authority of the Employer.

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

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

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

party incurring the same.

(k) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

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

(m) Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence as to the prior conduct of the other party.

ARTICLE 6

SALARY

Section 1. All employees in the unit employed by the County on or before December 31, 1991, shall receive a raise of five percent (5 %), effective January 1, 1992 and retroactive to that date.

Section 2. All employees in the unit employed by the County on or before December 31, 1992, shall receive a raise of five percent (5 %), effective January 1, 1993 and retroactive to that date.

Section 3. All employees in the unit employed by the County on December 31, 1993, shall receive a raise of four percent (4 %), effective January 1, 1994, provided that if the County grants a general increase greater than this amount to its non-represented employees, then the raise under this section will be increased to that greater amount.

For example, if the general raise effective January 1, 1994 were 4.5% for employees earning less than \$ 50,000.00 and 4.0% for employees earning \$ 50,000.00 or more, then employees in this unit earning less than \$ 50,000.00 as of December 31, 1993, would receive an additional 0.5% in their January 1, 1994 salary increase, while the remainder would not receive any additional adjustment.

Section 4. No increment or anniversary steps shall be applied during 1992, 1993 or 1994, nor under any automatic extension of this agreement. Future increments, if any, will be subject to

negotiation for future agreements.

Section 5. It is acknowledged that certain salary inequities within some titles in the unit exist. It is agreed that the Union will submit a list indicating those inequities it seeks to correct and the Director of Human Services will review same and make a recommendation to the County Administrator.

ARTICLE 7

PROMOTIONS AND DEMOTIONS

Section 1. Promotions. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of six (6 %) over their present salary or increased to the entry level salary for the new title, whichever is greater.

Section 2. Demotions. If an employee is subsequently appointed to another title with a lower salary range, their salary will be reconstructed, or equalized, on the basis of their previous employment record.

ARTICLE 8

HOURS OF WORK, OVERTIME and EMERGENCY STANDBY

Section 1. All full-time employees agree to work a thirty-five (35) hour week. The normal work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday.

Section 2. Overtime is subject to the provisions of Procedure Bulletin No. 110-1 dated May 8, 1989.

Section 3. In the event of inclement weather, employees may leave their areas of work early at the discretion of the Monmouth County Administrator.

Section 4. Emergency standby time. Assignments to cover off-hours emergency duty shall be made for a period of four (4) calendar months, when such period is reasonable, and based upon ability to do the task.

The pool of managers available to cover off-hours emergency duty shall consist of all members of the unit and from which group volunteers shall be solicited.

In the event a volunteer is unavailable to handle an assignment, a list of non-volunteer managers shall be used to provide coverage. This list shall be in alphabetical order and persons shall be selected in descending order, based upon ability to perform the assignment.

Compensation for emergency duty shall be twelve (12) hours of compensatory time or twelve (12) hours of regular pay, at the employee's choosing, for each regular week of service. In the event

a week of emergency service shall include a paid holiday or if the agency is otherwise closed for a full day on a weekday, then compensation for emergency duty shall be fifteen (15) hours of compensatory time or fifteen (15) hours of regular pay, at the employee's choosing, for that week of service.

Section 5. No individual may earn more than five (5) weeks of compensatory time in any single calendar year, and any additional service thereafter must be received in pay.

ARTICLE 9

TEMPORARY ASSIGNMENT

Section 1. When an employee works outside a classification at the request of the Employer for a period of five (5) or more consecutive days, the employee shall receive an increase in pay of six (6 %) over their present salary or increased to the entry level salary for the new title, whichever is greater, for the time of the assignment.

Section 2. In the event of a break due to an emergency closing, holiday or authorized sick leave, the employee shall be paid at the higher rate for the days actually worked, the holiday and any emergency closing, but excluding sick leave.

ARTICLE 10

EXTENDED HOURS PROGRAM

Section 1. Management Rights. The Employer reserves to itself the complete authority, power and duty to establish, maintain, modify and terminate an Extended Hours Program; and the same is reserved to designate such of its agents as it deems necessary to exercise its authority to administer, manage and supervise the program.

Section 2. Continuation of Terms of Employment and Benefits. Except as modified by the specific terms of this Agreement, all terms and conditions of employment applicable to employees participating in the Extended Hours Program and remaining in effect at the conclusion of the program's experimental status shall continue in full force and effect.

Section 3. Employee Participation. Employee participants shall be sought on an annual basis, commencing June of each year, by requesting interested employees to submit a showing of interest in participating in the extended hours program. Employee selection shall be made by August of each year and extended hour service shall commence September of each year, or, in the case of additional participation, within a reasonable time after posting is completed.

If there are an insufficient number of volunteers who meet the criteria of a job assignment, qualified volunteers with work experience in the job assignment, including qualified volunteers from another office site, may be considered for selection. In the

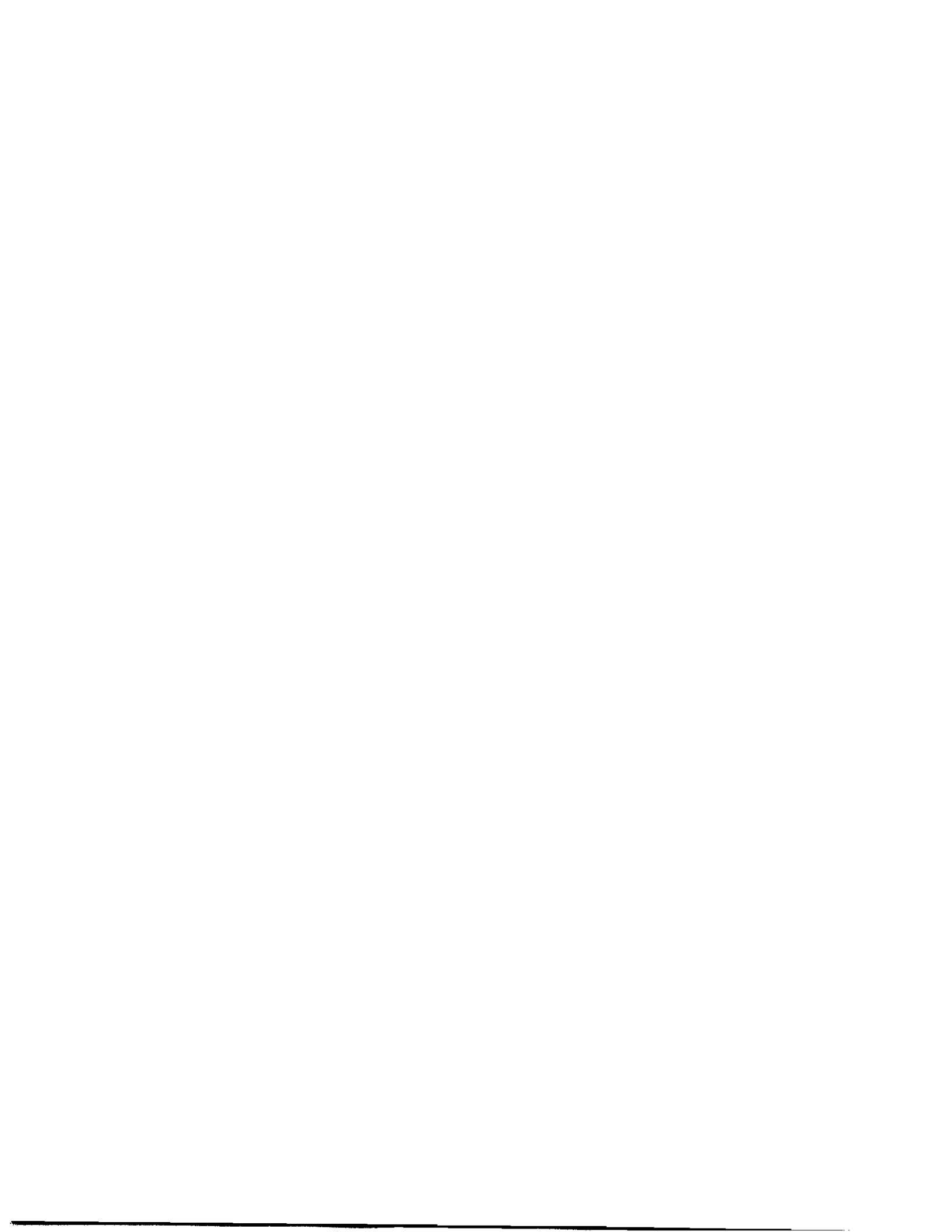
continuing event that there is insufficient employee participation on a volunteer basis, the Employer retains the right to appoint any qualified employee to participate in the Extended Hours Program.

It is understood that participation in the Extended Hours Program shall be for a one-year period of commitment. A participating employee may withdraw from participation if there are serious, extenuating circumstances which would make continued participation a hardship to the employee.

The Employer may deny participation or discontinue participation of an employee for administrative or performance reasons, including, but not limited to the following: disciplinary history, poor evaluations, performance, attendance, reasonable needs of the unit, promotions, demotions, transfers, reassignments, or extended leaves with or without pay.

Section 4. Hours of Work. The schedule of employment hours for participants within a pay period shall be seven working days of 8:30 a.m. to 4:30 p.m. and two working days of 8:30 a.m. to 8:00 p.m. [Extended Days] on the same day of each week, comprising a total of 70 work hours in a pay period. The immediate supervisor will approve the scheduled day off and forward it to the Extended Hours Administrator for final approval. If there is a conflict over scheduling the day off, seniority with the Employer shall be the deciding factor.

Participant meal breaks on Extended Days shall be completed no later than 4:30 p.m., except in unusual circumstances when approved by the Extended Hours Administrator and the Administrator.



A participant shall be entitled to an additional 15 minute break on Extended Days.

Section 5. Absences. The Union and the Employer both recognize that attendance on Extended Days is critical to the success of the program and it is understood that participant use of all forms of leave time on those days is discouraged and may require verification. If a participant must be absent on an Extended Day, the immediate supervisor and the Extended Hours Administrator must be notified as soon as the absence is known.

a. Personal, sick and vacation days. Personal days may be utilized on Extended Days only in emergent circumstances and will be charged at the rate of 1 1/2 days. Sick and vacation days taken on Extended Days shall be charged at the rate of 10 1/2 hours each.

b. Jury duty. A participant who is scheduled for jury duty on an Extended Day shall report to work at the conclusion of Court. A participant who is scheduled for jury duty on a scheduled day off will receive an alternate day off.

Section 6. Holidays. When a holiday falls on a scheduled day off, the regular work day as near to the holiday as possible will be utilized as the holiday, subject to supervisory approval.

When a holiday falls on an Extended Day, the employee shall be entitled to their regularly scheduled day off during that pay period.

Section 7. Emergency closings. Emergency closings affecting participants in the Extended Hours Program shall be handled in accordance with the following:

a. Closing on a scheduled day off. If the agency is closed the whole day, another day off shall be scheduled. If the agency is closed for only part of a day, a participant shall receive credit for the number of hours closed, unless the agency is "closed with a skeleton crew", in which case no alternate hours will be credited.

b. Closing on an extended hours day. If the agency is "closed with a skeleton crew" on an extended hours day, participants serving as part of the skeleton crew shall receive compensatory time on an hour-for-hour basis. In all cases of closing on an extended hours day, participants shall be entitled to their regularly scheduled day off.

Section 8. Renewal. The terms and conditions of extended hours shall not be change during the life of this Agreement, unless the Employer, at its discretion, shall terminate the Extended Hours Program. If the program is terminated, then the Employer and the Union agree to reopen this Agreement to explore options.

Posting of notices shall occur in June of each year.

Section 9. Management Association Program Input. The Management Association shall be consulted and given the opportunity to provide input regarding specific client services and related support prior to the annual posting of available extended hours openings as well as the development of a written program description and procedures for the extended hours program.

Division Administrators affected by the extended hours program shall be notified of those non-unit employees who have



volunteered to participate in the extended hours program and, prior to appointment, given an opportunity to provide input to the Director on issues relating to impact on division work flow, productivity and participant ability. Division Administrators supervising participants shall be consulted on the issue of scheduling the tenth day off.

ARTICLE 11

HOLIDAYS

Section 1. The following days are recognized by the Employer as paid holidays:

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

Section 2. When a holiday falls on a Saturday, it will be celebrated the preceding Friday. When a holiday falls on a Sunday, it will be celebrated on the following Monday.

Section 3. Employees shall be granted any additional days declared to be holidays by Proclamation of the Governor of the State of New Jersey or by the Monmouth County Board of Chosen Freeholders. This shall not apply to emergency or other special purpose closings.

ARTICLE 12

VACATIONS

Section 1. Vacation leave for full-time employees is granted and earned in accordance with the following:

YEARS OF SERVICE	DAYS EARNED PER YEAR	DAYS EARNED PER MONTH
1st - 5th	12	1
6th - 12th	15	1-1/4
13th - 20th	20	1-2/3
21st onward	25	2-1/12

During the first calendar year of employment an employee must actually earn vacation leave before utilizing it. Vacation leave for permanent or provisional part time employees will be prorated.

Section 2. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the Employer, unless it has been determined that it cannot be taken. Any unused vacation may be carried forward into the next succeeding year only.

Section 3. Any employee who desires to be paid prior to going on vacation shall file a written request with the Agency Personnel Office at least fifteen (15) working days in advance so payment may be accomplished.

Section 4. Earned vacation leave will be paid upon termination.



ARTICLE 13

LEAVES OF ABSENCE

Section 1. 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.

During the first calendar year of employment an employee must actually earn sick leave before utilizing it. Sick leave for permanent or provisional part time employees will be prorated.

Section 2. Personal Leave. Providing reasonable notice is given to the Employer, and subject to the discretion of the Director of Social Services, each full-time employee will be entitled to take three (3) Personal Leave days during the calendar year.

Employees will be entitled to four such days after the tenth (10th) year of employment. Permanent or provisional part time employees shall receive one (1) personal day each year.

Personal Leave shall not accrue from year to year.

Section 3. Bereavement Leave. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child. 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, grandchild, foster child or other member of the employee's immediate household. The Employer reserves the right to

verify the legal relationship to the employee.

Section 4. Unpaid Leave. Leave without pay may be granted at the discretion of the Employer for permanent employees. Such leave may not be granted for a period in excess of six months at any one time, nor in excess of one continuous year except for educational leave which may not exceed two consecutive years.

A written statement from the employee setting forth the reasons why leave is requested and the dates for commencing and terminating the leave shall be submitted to the Employer. In no event shall a leave be granted to permit an employee to accept outside employment except that leaves to work for the Union may be permitted. Employees granted leave of absence without pay shall have Sick, Vacation and Personal leave credits reduced at the same rate as earned.



ARTICLE 14

MEDICAL BENEFITS

Section 1. The Employer agrees that the health benefits and prescription plan currently being provided by the County of Monmouth shall remain in force during the term of this Agreement.

Section 2. The County and the Union recognize the need to explore other health benefit programs including managed care and point of service programs and they agree to jointly explore these programs during the duration of this contract.

ARTICLE 15

RETIREMENT

Section 1. Any permanent employee shall be entitled upon retirement from the Public Employees' Retirement System to receive a lump sum payment for earned and unused sick leave. The payment shall be one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average compensation received during the last year of their employment prior to the effective date of retirement, to a maximum of \$15,000.00.

Section 2. An employee who has incurred or shall incur a break in service as a result of a separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment. An employee incurring a break in service for any other type of separation shall have his sick leave computed from the date of return to employment.

Section 3. Any employee who elects a deferred retirement benefit shall not be eligible for such payment. This payment shall not affect any pension benefits under any other statute. In the event of the employee's death within one year after the effective date of retirement but before payment has been made, payment shall be made to the employee's estate.

Section 4. To the extent provided by law, the Employer will pay for health insurance for employees who retire with twenty-five (25) years service or under a disability retirement.

ARTICLE 16

AUTOMOBILE EXPENSES

Section 1. The parties agree that each employee who is authorized and required to use their personal automobile for Employer's business shall be paid \$ 0.27 per mile. These amounts are to be paid after the filing of a monthly voucher.

ARTICLE 17

LEGAL REPRESENTATION

Section 1. The Employer extends to all employees the same rights and benefits enjoyed by State employees under N.J.S.A. 59:10A-3, with the exception that the duty and authority of the Attorney General described in N.J.S.A. 59:10A-3 shall be exercised by the Employer with the advice and counsel of the Monmouth County Counsel.

Section 2. It is understood that the Employer's insurance coverage will not only pay damages or claims, but will also defend that person in court if any employee acts negligently within the scope of employment.

ARTICLE 18

EQUAL TREATMENT

Section 1. The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, creed, color, marital status, armed forces obligations, physical handicap, religion, political affiliation, sexual preference, union membership or legal union activities.

Section 2. It is understood that alleged violations of this Article by either the Union or the Employer shall be pursued before administrative or judicial forums instead of the grievance procedures contained in this Agreement.

ARTICLE 19

BARGAINING CLAUSES AND RENEWAL

Section 1. The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment that the terms and conditions of employment shall not be changed during the life of this Agreement.

Section 2. If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 3. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing, at least 90 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 90 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

