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## AGREEMENT

Between:

THE BOARD OF CHOSEN FREEHOLDERS OF MONMOUTH COUNTY, FREEHOLD, NEW JERSEY

and:

ÇOMM<u>UNICATIONS WORKERS OF AMERICA</u>
AFL-CIO

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JANUARY 1, 1979 THROUGH DECEMBER 31, 1980

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## ARTICLE 1

## PREAMBLE

This Agreement entered into by the Employer and the C.W.A. has as its purpose the promotion of harmonious relations between the Employer and the C.W.A.; 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

- A. The Employer recognizes the C.W.A. as the exclusive representative of all non-professional employees including Boys' Supervisors, Girls' Supervisors, Senior Boys' Supervisor, Senior Girls' Supervisor and Principal Boys' and Girls' Supervisors employed by the County of Monmouth at the Monmouth County Youth Detention Center.
- B. It is understood that as of ratification of this agreement, no one is presently serving in the positions of Senior Boys' and Senior Girls' Supervisor. It is agreed that upon the filling

of at least one Senior Boys' and/or one Senior Girls' Supervisor position per shift, a ninety day trial period will automatically start to determine the appropriateness of the Principal Boys' and Girls' Supervisors remaining in the unit. The parties agree to meet after said ninety day period to arrive at a mutually agreeable determination as to whether said title shall remain in the bargaining unit.

C. C.W.A. is permitted to negotiate with the Employer for the purposes provided for under Chapter 303, P.L. 1968, and Chapter 123, P.L. 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

#### ARTICLE 3

#### MANAGEMENT RIGHTS

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conveyed upon and vested in it by the laws and constitution of the State of New Jersey.
- C. 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.
- D. 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 expressed provision of this Agreement.

## ARTICLE 4

## EQUAL TREATMENT

The Employer and the C.W.A. agree that there shall be no discrimination or favoritism for reason of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

## ARTICLE 5

## GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Employer and the C.W.A.
- B. A "grievance" shall mean a complaint by an employee that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement of disciplinary actions taken hereunder.
- C. Whenever a verbal or written reprimand is to be given, the employee will be offered the opportunity to have their Shop Steward present. This shall be considered an informational meeting as opposed to an investigatory one. Should no Shop Steward be present on the given shift on the given day, the meeting will be held as soon as a Shop Steward is present, if the employee has requested one.
- D. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of the Agreement shall be settled in the following manner:

## Step 1

(a) An employee having a grievance shall present it in

writing to the Superintendent of the Monmouth County Youth Detention Center within ten (10) working days after the occurrence of the event from which the grievance arises.

- (b) The grievance shall set forth the event giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy, such grievance shall be signed by the aggrieved employee (s). The Superintendent shall meet with the employee within three (3) working days from receipt of grievance.
- (c) A copy of all written grievances and written answers shall be submitted by the Superintendent to the employee and the Monmouth County Personnel Director, who, in turn, shall submit a copy to the C.W.A.

## Step 2

- (a) If the employee is not satisfied with the answer received, or if an answer is not received, the grievance shall be signed by the employee and presented to the Personnel Director or his designee within five (5) working days from the expiration of the time period provided in Step 1 hereof. The Personnel Director or his designee shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee. The Personnel Director shall give to the employee and the C.W.A. a written answer to the grievance within five (5) working days after the date of such meeting.
- (b) In the event the grievance is not settled at step number 2 of this procedure, the employee may elect to proceed

through Civil Service or step number 3 of this grievance procedure. However, upon election of either the Civil Service procedure or step number 3 of this grievance procedure, the choice of the employee becomes exclusive in nature and he/she cannot avail himself/herself at a later time of the procedure not used by him/her to settle a grievance.

## Step 3

- (a) If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the C.W.A. may within thirty (30) working days following the expiration of the time period set forth in the preceding step, request arbitration. The C.W.A. shall notify the Personnel Director, in writing, that it is requesting said arbitration.
- (b) The arbitrator shall be selected from a list of arbitrators submitted to the parties by PERC. The Board and the C.W.A. shall mutually agree on the arbitrator selected from said list. If mutual Agreement as to selection is not possible, the parties agree to allow selection by PERC according to its rules and regulations.
- (c) In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining to PERC respecting the arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Board and the C.W.A.. The arbitrator shall issue a written opinion to the Board, the C.W.A. and the employee, setting forth his decision respecting

the grievance. Upon the receipt of the arbitrator's decision, the Board and the C.W.A. will meet at a conference meeting of the Board and discuss the implementation of the arbitrator's decision.

- (d) Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The arbitrator shall not have the power to alter, amend, add to, or revise any portion of this Agreement.
- (e) Saturdays, Sundays and Holidays as identified in this Agreement shall not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.
- (f) Any employee shall be entitled to the assistance of a union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time. The employee shall not be paid for time spent beyond the employee's normally scheduled working hours.
- (g) The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every

effort should be made to expedite the process. If mutually agreed, time in steps shall be extended.

(h) Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

## ARTICLE 6

#### SENIORITY

- A. Seniority is defined as an employee's continuous length of service with the County beginning with his/her date of hire. If in the event an employee is laid off, due to lack of work, economics, or any other legitimate reason and that employee is called back to work within six months, then at that time, for purposes of seniority, the last date of hire, prior to lay-off shall be used in determining that employee's seniority:
- B. Employer shall maintain an accurate up to date service roster showing each employee's date of hire, classification and pay rate and shall furnish copies of the same to the C.W.A. upon request.
- C. If Employer decides to reduce the number of employees, the employee or employees with the least seniority shall be laid off first, provided the remaining employees have the requisite qualifications and ability to perform the work available.
- D. Employees shall be recalled for work from lay-off in the order of their sociority provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of two (2) years or

more shall not be entitled to recall.

E. If an employee returns to work with the employer within six (6) months, the employee shall return at that salary step at which he/she held and shall retain all previous seniority rights as pertains to vacation accumulation and other benefits. If an employee leaves and returns to work after six (6) months but less than two (2) years, the employee shall retain all rights as expressed in the previous sentence, if that employee left because of an economic lay-off. Otherwise, the employee returns as a new employee.

## ARTICLE 7

## JOB OPENINGS AND PROMOTIONS

- A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.
- B. The Employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job.
- C. If there are two (2) or more employees with the equal skill and ability to perform the work, at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot

perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible and return the other employee to the lower rated job and the original salary rate prior to the promotion.

- D. A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such a period of time, the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Personnel Director or his designee shall have the right, at his discretion, to fill any temporary job opening, by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Personnel Director, in his discretion, may fill such permanent job opening or vacancy.
- E. No employee shall be reassigned within the Youth Detention Center without reason or cause and shall be granted a ten (10) day notice in which to reply to any notice of reassignment.

  An employee may discuss any reassignment with his immediate supervisor or the Personnel Director or his designee. After a necessary discussion, the employee shall comply with the reassignment order.

#### ARTICLE 8

TRANSPORTATION OF JUVENILES

- A. A security vehicle with a protective screen shall be used to transport offenders charged with delinquent crimes and two officers shall be required to transport said offenders. In cases where juvenile girls are involved, a female officer must accompany said juvenile.
- B. At no time shall an officer be compelled to transport a juvenile anywhere or for any reason, in his or her private vehicle.
- C. Two officers shall be required to transport juveniles out of state. It is recognized that in special circumstances, two officers may be necessary to transport juveniles within the state, provided such a determination is made in advance at the discretion of the Superintendent of the Youth Detention Center. Except while traveling out of state or at the discretion of the Superintendent of the Youth Detention Center, one officer shall transport juveniles who are returning to their home. In the case of the former, at no time shall more than two officers accompany the juvenile.
- D. Said transportation officers shall report back from transportation duty to appropriate wing of Youth Detention Center and be available for assignments and shall engage in the normal duties of the wing responsibility when deemed necessary by the Superintendent or his designee.
- E. Should additional personnel be required in the transportation of juveniles other than those permanently assigned to these transportation duties, the employer shall select employees

from the appropriate unit in accordance with the overtime rotation provisions under Article 9. Said provisions shall not, however, require the employer to call in additional help but shall be from the available employees, unless the superintendent deems additional help necessary.

#### ARTICLE 9

## MINIMUM NUMBER ON SHIFT

- A. A minimum of three (3) officers on each wing shall be required on duty for the 7 a.m. to 3 p.m. and 3 p.m. to 11 p.m. shifts. Minimum staff coverage on the women's wings may be reduced at the Superintendent's discretion depending on the number and nature of juveniles being detained.
- B. If additional manpower is needed for transportation assignments, officers will be recalled from off-duty to provide coverage. The Superintendent of the Youth Detention Center after consultation with senior supervisors on duty, shall make the determination whether such additional officers are necessary for the safety of officers and the proper security of the building.
- C. A minimum of two officers on each wing shall be assigned to the 11 p.m. and 7 a.m. shift at all times.

#### ARTICLE 10

## SALARY

A. The following salary ranges shall be established for the years 1979 and 1980.

## Boys Supervisors and Girls Supervisors

1979	7500	7850	8264	8625	9017	9404	9750
1980	7725	8111	8497	8883	9269	9655	10,041

## Senior Boys and Girls Supervisors

1979	8250	8663	9076	9489	9902	10,315	10,728
1980	8497	8922	9347	9772	10,197	10,622	11,047
	_						
Principal	Boys and	Girls St	upervisor	<u>s</u>			

- 1980 --- 9656 10,139 10,622 11,105 11,588 12,071 12,554
  - B. Adjustments for employees shall be reflected in Appendix "A".
- C. Any employee promoted from one class or title to another for a higher salary range shall have his compensation increased to the next higher step of the new range, provided that the said adjustment is at least five percent (5%). If said adjustment is less than five percent (5%), the salary will be automatically adjusted to the next higher step in that range. It is understood that no adjustment can be made above the established range.
- D. It is understood that this Article represents the total salary increases for 1979 and 1980.

#### ARTICLE 11

#### 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, sister-in-law, grandparents, aunts and uncles, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

#### ARTICLE 12

## PAY DAY FOR NIGHT SHIFT

It is stipulated and agreed that the paychecks for the 11

p.m. to 7 a.m. shift shall be available to the employees Thursday evening during the work shift.

## ARTICLE 13

## JOB TITLE AND DESCRIPTIONS

Attached hereto and incorporated herein in Appendix "B" are the job descriptions for employees covered by this Agreement.

## ARTICLE 14

#### UNIFORM ALLOWANCE

- A. A uniform allowance for full time employees, who shall have served on full time for a period of not less than six (6) months shall be provided the amount of \$300.00.
- B. All employees in job titles in which uniforms are required must wear them without exception.

#### ARTICLE 15

#### HAZARDOUS DUTY PAY

It is agreed that employees within the bargaining unit shall be entitled to hazardous pay of \$250 for the years 1979 and 1980, after completing a six (6) month period of service.

## ARTICLE 16

## OVERTIME

A. Overtime work will be distributed as equally as possible among employees within the same classification. Overtime shall be assigned in accordance with the seniority list which shall set forth the names of the employees at each work wing, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the

seniority list for that wing. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment, the employee will be passed and will not be offered any other overtime assignment until the employee's turn is reached again.

B. All hours worked over forty (40) hours within the designated work week period shall be paid at time and one-half (1 1/2). Whenever an employee works beyond forty-eight (48) hours within the designated work week period, that employee shall be paid double time for all hours worked in excess of forty-eight (48) hours.

#### ARTICLE 17

#### HOLIDAYS

A. The following days are recognized paid holidays:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Fourth of July

Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day
Christmas Day

B. Employees scheduled to work on the above listed holidays are to be compensated at the rate of time and one-half (1 1/2) and to receive a compensatory day to be scheduled by the Senior Officer, and to be liquidated within sixty (60) days of the occurrence. Employees shall be given the option of chossing to

be paid at the rate of time and one-half (1-1/2) plus holiday pay providing that he/she waives his/her right to receive a compensatory day off at a future time.

- C. 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 Senior Juvenile Officer.
- D. All schedules are subject to review and approval of the Superintendent.

## ARTICLE 18

#### VACATIONS

- A. One working day for each month worked during the first calendar year of employment.
- B. Twelve working days per year after the first calendar year of employment up to and including five years of service.
- C. Fifteen working days per year beyond five and up to and including twelve years.
- D. Twenty working days per year beyond thirteen and up to and including twenty years.
- E. After twenty years of employment, twenty-five working days per year.
- F. 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.

- G. Whenever more than one employee within a job classification requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first.
- H. With prior approval in writing from the Superintendent, an employee shall be permitted to carry over to the next calendar year a maximum of five vacation days from the preceding calendar year only.

#### ARTICLE 19

## INSURANCE AND OPTICAL CLAUSE

- A. Present insurance to be continued for duration of this Agreement unless any other group of employees under direct control of the Board of Freeholders receives health benefits, such as dental, prescription and or optical insurance, in which event this contract will include such benefits.
- B. Any employee covered by this Agreement who, while on duty, has his eyeglasses broken or damaged while in the course of his employment (and these facts are certified by the Senior Juvenile Officer in charge and the Superintendent) then, in such event, the employer will reimburse the employee for the reason-

able cost of repair.

#### ARTICLE 20

## UNION DUES DEDUCTION

- A. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom such deductions are made. The dues presently to be deducted are \$6 per month. The Union will notify the employer, in writing, at least thirty (30) days in advance of any change in dues structure.
- B. The C.W.A. agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of employer or its agent or servants.

#### ARTICLE 21

## UNUSED SICK LEAVE

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

## ARTICLE 22

#### AGENCY SHOP

It is agreed that all employees of the bargaining unit

who are not members of the C.W.A. shall automatically be required to pay an agency shop fee in accordance with the amount set by said Statute. This provision shall become effective as of the effective date of the Statute as passed by the New Jersey Legislature and signed into law by the Governor.

### ARTICLE 23

#### FULLY BARGAINED

This Agreement contains the entire understanding of the parties. There are no representations, promises and warranties other than those set forth herein. Neither party shall be required to renegotiate any part until the expiration of said agreement or the activation or reopening of clauses within this Agreement.

#### ARTICLE 24

#### PAST PRACTICE

All written benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, shall be continued without change by the Board during the life of this Agreement.

## ARTICLE 25

## NO STRIKE, ETC.

In addition to any other restriction under the law, the C.W.A. will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

## ARTICLE 26

#### SEVERABILITY CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be invalid, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

## ARTICLE 27

## ADMINISTERING MEDICATION

- A. It is understood that employees of the Youth Detention Center are covered by a public liability insurance policy, provided by the County, in performance of their normal work duties. Coverage does not include, however, actions, contrary to County rules and regulations.
- B. When an employee of the Youth Detention Center is required to administer medication to inmates which has been prescribed by the Center's physician, and as long as they do not participate in the diagnosis of an ailment by describing symptoms, etc., there is no liability on their part. Dispensing medicine on doctor's orders does not constitute the practice of medicine, but rather is merely operating under the supervision of that physician.

#### ARTICLE 28

## UNION LEAVE TIME

During any calendar year, no more than ten paid days, which are noncumulative, will be granted for attendance at Union Conventions or Meetings. At no time may more than one employee be permitted to attend such meetings. The request for leave time

should, if possible, be made at least two weeks in advance and in writing to the Superintendent.

## ARTICLE 29

### FORMALIZED TRAINING PROGRAM

A formalized training program for all members of the bargaining unit will be established by the Superintendent of the Youth Detention Center.

#### ARTICLE 30

## OFFICE EQUIPMENT

It is agreed that the C.W.A. shall be allowed reasonable use of the Youth Detention Center typewriter and copy machines at such times that will not interfere with the normal operation of the administrative functions of the Youth Detention Center, subject to the approval of the Superintendent. Such use of the typewriter and copy machine shall be limited to the designee of the Superintendent.

#### ARTICLE 31

#### TERMINATION

This Agreement shall be effective retroactive to January 1, 1979 and shall remain in full force and effect until December 31, 1980.

On or about October 1, 1980, the parties shall meet to renegotiate the terms and conditions of employment. The contract will remain in affect until a successor contract has been finalized and signed.

IN WITNESS WHEREOF, the parties have hereunto set their

hands and seal in Freehold, Monmouth	
14th day of APRIL	, 1979.
SHELTER COMMUNICATION WORKERS OF AMERICA AFL-CIO	COUNTY OF MONMOUTH
Elvalde Fail	By: Kan Volician Attest:
Fren Phointer	Frederich Viele

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### C.W.A. AND THE BOARD OF CHOSEN FREEHOLDERS

#### COUNTY OF MONMOUTH

#### YOUTH DETENTION CENTER EMPLOYEES

- 1. It is understood that, if this Agreement is determined by the Federal Government to have exceeded the President's Voluntary Wage Guideline Program and as a direct result the County is penalized by loss or cutback of federal funds, adjustment in salary or fringe benefits will be made so as to be in conformity with said wage program.
- 2. It is also understood that any reference made to Officers in this Contract simply refers to members of the unit who could also be called "Supervisors".

COMMUNICATIONS	WORKERS	OF	AMERICA
KET →CTΩ			

COUNTY OF MONMOUTH

BY:

Ammmem.

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Placement on step plan will be as follows for those employees employed prior to January 1, 1979:

## BOYS'SUPERVISORS AND GIRLS'SUPERVISORS

PRESENT	1979	1980
7129	できた。 7850 デノロル	8497
7664	8264 8514	8883
8014	8625 8875	9269
8417	9017 7267	9655
8804	9404 9654	10,041

## PRINCIPAL BOYS' AND GIRLS' SUPERVISORS

PRESENT	<u> 1979</u>	<u>1980</u>
8514	9,375 9625	10,139
9341	10,313 ,0,563	11,105
10,303	11,251 11,501	12,071
12,263	12,263 12,513	12,554

For those Boys' or Girls' Supervisors employed during 1979, the hiring rate shall be \$7,500. These employees will be increased to \$8,111 in 1980.

## GIRLS' SUPERVISOR

## DEFINITION

Under direction, supervises the activities of female juveniles, performs household chores and other activities; does related work as required.

## EXAMPLES OF WORK

Sees that the girls keep themselves neat and clean.

Maintains discipline.

During certain period may teach arts and crafts.

Performs household chores.

Keeps needed records.

Prepares reports.

## REQUIREMENTS

## Experience

One year of experience in the Custody and care of juveniles or young inmates, child welfare services, recreation, arts and crafts, or related field.

#### License

Appointees may be required to possess a valid New Jersey Automobile Driver's License.

#### Knowledge

Some knowledge of the problems involved in the custody, rehabilitation, feeding, housing, protection, recreation, education, and care of girl juveniles so as to encourage and assist them towards better social adjustment.

## *Ability*

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Ability to carry out in a prescribed manner programs of work and recreation for those girl juveniles needing special care.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endagner the health and safety of oneself or others.

ARM 2-20-68

## BOY'S SUPERVISOR

DEFINITION: Under direction, supervises the activities of male juveniles, performs household chores and other activities, does related work as required.

EXAMPLES OF WORK: Sees that the boys keep themselves neat and clean; maintains discipline, during certain periods may teach arts and crafts; performs household chores; keeps needed records; prepares reports.

## PEQUIREMENTS:

- 1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
  - 2. Appointees may be required to possess a valid New Jersey driver's license.
- 3. Some knowledge of the problems involved in the custody, rehabilitation, feeding, housing, protection, recreation, education and care of male juveniles so as to encourage and assist them towards better social adjustment.
- 4. Ability to carry out in a prescribed manner programs of work and recreation for those male juveniles needing special care.
- 5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM 7/16/73 MT/ST

B-2-1

## SENIOR LOYS' SUPERVISOR

DEFINITION: Under direction, supervises other employees engaged in the care, custody and supervision of male juveniles, performs household chores and other activities; does related work as required.

EXAMPLES OF WORK: When the work program has been established organizes and supervises the assigned work required in the care, custody and supervision of male juveniles, develops effective work methods, see that the boys keep themselves neat and clean; maintains discipline; during certain period may teach arts and crafts; performs household chores; keeps needed records; prepares reports.

#### REQUIREMENTS:

- 1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
- 2. One year of experience in the custody and care of juveniles or young inmates, child welfare services, recreation, arts and crafts, or related field.
- 3. Appointees may be required to possess a valid New Jersey Automobile Driver's License.
- 4. Considerable knowledge of the rules, regulations, policies, practices and functions of the unit; of the problems involved in the custody, rehabilitation; feeding, housing, protection, recreation, education, and care of male juveniles so as to encourage and assist them towards better social adjustment.
- 5. Ability to organize and supervise the assigned work of subordinates; to issue clear, concise, and correct oral and/or written instructions and assignments; to work harmoniously with associates, superiors and male juveniles: to understand the problems of male juveniles; to supervise their work and play; to carry out in a prescribed manner programs of work and recreation for those male juveniles needing special care.
- 6. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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## SENIOR GIRLS' SUPERVISOR

DEFINITION:

Under direction, supervises other employees engaged in the care, custody and supervision of female juveniles, performs household chores and other activities; does related work as required.

EXAMPLES OF WORK:

When the work program has been established, organizes and supervises the assigned work required in the care, custody and supervision of female juveniles, develops effective work methods, sees that the girls keep themselves neat and clean; maintains discipline; during certain periods may teach arts and crafts; performs household chores; keeps needed records; prepares reports.

#### REQUIREMENTS:

- 1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
- 2. One year of experience in the custody and care of juveniles or young inmates, child welfare services, recreation, arts and crafts, or related field.
- 3. Appointees may be required to possess a valid New Jersey Automobile Driver's License.
- 4. Considerable knowledge of the rules, regulations, policies, practices and functions of the unit; of the problems involved in the custody, rehabilitation, feeding, housing, protection, recreation, education, and care of female juveniles so as to encourage and assist them towards better social adjustment.
- 5. Ability to organize and supervise the assigned work of subordinates; to issue clear, concise, and correct oral and/or written instructions and assignments; to work harmoniously with associates, superiors and female juveniles to understand the problems of female juveniles; to supervise their work and play; to carry out in a prescirbed manner programs of work and recreation for those female juveniles needing special care.
- 6. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

pf 4/19/79

## PRINCIPAL BOY'S TOO GIRL'S SUPERVISOR.

DEFINITION: Under direction supervises and participates in the work of employees who are caring for juveniles held in a detention center.

EXAMPLES OF WORK: Schedules the work of employees, engaged in the care of juveniles reviews the log of subordinates and investigates any unusual entries; acts to correct any difficiencies in the entries; investigates and reports to the Superintendent any incidents involving subordinates and may recommend appropriate disciplinary actions; reviews complaints filed against children by law enforcement agencies and obtains supplementory information from agency if necessary; sees that documents are ready for Court Clerk for juveniles appearance in court; sees that juveniles detained receive medical and dental care; communicates with other agencies involved with juveniles regarding problems of juveniles detained; consults with parents whose children are detained; prepares statistical reports on the operation of the Detention Home; maintains appropriate records and files.

## REQUIREMENTS:

- Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
- 2. Three years of experience in the custody and care of juveniles or young inmates, child welfare services, recreation, arts and crafts, or related field.
- 3. Appointees may be required to possess a valid New Jersey automobile driver's license.
- 4. Thorough knowledge of the rules, regulations, policies, practices and functions of the unit; of the problems involved in the custody, rehabilitation, feeding, housing, protection, recreation, education, and care of juveniles so as to encourage and assist them towards better social adjustment.
- 5. Ability to organize and supervise the assigned work of subordinates; to issue clear, concise, and correct oral and/or written instructions and assignments; to work harmoniously with associates, superiors and juveniles; to understand the problems of juveniles; to carry out in a prescribed manner, programs of work and recreation for those juveniles needing special care.
- 6. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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7-30-75

## April 23, 1979

MEMO TO

Theodore J. Narozanick, County Administrator

FROM -

: Robert J. Collins, Assistant County Administrator

RE

1979 Salary Increases - Youth Detention Employees

Attached, for your guidance, is a list of employees at the Youth Detention Center with the rates of pay they should receive retroactive to January 1, 1979, unless otherwise indicated.

If it is at all possible, please process the increases to be reflected on the payroll ending May 4, 1979.

fab/ Enclosures

## YOUTH DETENTION CENTER

# SALARY INCREMENTS

	EMPLOYEE NAME BOYS' SUPERVISORSAND GIRLS' SUP	PRESENT SALARY · ERVISORS	1979 SALARY	DATE HAZARDOUS DUTY PAY
	Barbara Beamsdeyer	8417	9267*	
	Edward J. Henahan	7129	7850	6/26/79**
	Michael Johnson	7129	8100*	, ,
	Iva Kingston	8804	9654*	
	Stanley Kowalski	8014	8875*	·
-	James Leitner	7664	8514*	
	William McMahon	7129	8100*	
	John Nastasi	8014	8875*	
	Peter Nesposudny	8804	9654*	
	Andrew J. Neumeier	7129	8100*	
	Geraldine Paul	8014	8875*	
	Robert Reid	7129	8100*	
	David Rowe	7664	8514*	
	Ruth Scales	8804	9654*	
	Beverly Simmons	8804	9654*	
_	Dorothy Soden	8804	9654*	
	Annetta M. Vaught	8804	9654*	
-	Geraldine Young	7664	8514*	
	Zachery Butts	7129	8100*	
	Carol Buzec	7129	8100*	
	Steven Cicero	7129	8100*	
	Linda Duerkes	7129	8100*	
	Beverly Fiorentins	7664	8514*	
	Elizabeth Folwell	7129	8100*	0.400.400
	George A. Kary	7129 Retro 2/28/79		8/28/79**
	Wayne Olsen	7129	8100*	
	John G. Peters	7129	8100*	
	Kevin Pfeiffer	7129	8100*	
	Kathleen Snyder	7129	8100*	7/20/2044
	Kathleen West	7129 Retro 1/29/79		7/29/79**
	Kathy Woods	7129	8100*	
	PRINCIPAL BOYS' AND GIRLS' SUPE	RVISORS		
	Joseph Denker	9341	10,563*	
	Daniel Gordaychik	8514	9625*	
	James W. Kirby	12,263	12,513*	
	Marcus Sabba	10,303	11,501*	
	- · - · - · - · - · · · · · · · · · · ·	,	,	

<sup>\*</sup>Indicates inclusion of \$250 hazardous duty pay in figure quoted. \*\*Indicates date on which hazardous duty pay to be paid to employee

MONMOUTH COUNTY YOUTH DETENTION CENT **DUTCH LANE ROAD** FREEHOLD, N. J. 07758 PHONE 201 - 431-7280 ENNETH W. HERMAN Mrs. Jane Clayton Director. SUPERINTENDENT Dept. of Admin. & Justice BOARD OF TRUSTEES Mrs. Allison L.S. Stern Chairman Emeritus Mr. Robert B. Gonzales Chairman 1 Mr. Edwin M. Ambler Vice Chairman May 3, 1979 Mrs. Harry Brindle Mrs. Hazel Samuels Mr. Richard J. Rooney Mr. Frank Lovekin Mrs. Edward Heftman Re: Grievance John Nastasi: This will confirm our conversation of yesterday concerning your grievance Inasmuch as Mr. Kirby is wearing the prescribed uniform, I see no reason to take any action in this matter. Therefore, I am considering this grievance resolved at this level. Kenneth W. Herman Superintendent cc:Mr.- Robert J. Collins

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file

## MONMOUTH COUNTY YOUTH DETENTION CHNTER

#### GRIEVANCE FORM

Date:5/1/79

We the undersigned, members of the "Communication Workers of Americal Local 1087, hereby stand aggrieved whereas, the contract agreement between the Board of Chosen Freeholders of the County of Monmouth" and the "Communication Workers of America", of January 1, 1979 thru December 31, 1980, signed April 19, 1979, has been violated. Article 14 (pg 130 paragraph "B", entitled "Uniform Allowance", which states "All employees in job titles in which uniforms are required must wear them without exception," has been totally disregarded by Principal Officer Kirby. This violation of the contract has occured on the following dates: April 20,23,24,25,26,27,30,and May 1,1979 in that Principal Officer Kirby reported to work not wearing the mandatory uniform. That being: a blue uniform shirt displaying a Monmouth Center patch on the left sleeve, an American Flag patch on the County Pant right sleeve, and a Monmouth County Dention Center badge to be worn over the kek uniform pants, Black uniform type belt with handcuff left breast pocket. Ba case mounted on the belt, Black shoes, and a black tie to be worn on assignments outside the institution.

Remedy sought; Immediate suspension from duty of Principal Officer Kirby until such time as the mandatory uniform is worn.

James John Heurer Barbar Bermsdefu Jers John Michael Burget West Jers Jennette James Jers Jennette James Jennette Company ways Jennette James Jennette Company Jennette Je

Geraldene Paul Jungoe & Charles

Deage a. Kong

MONMOUTH COUNTY YOUTH DETENTION CENTER

**DUTCH LANE ROAD** 

PRECHOLD, N. J. 07726

PHONE 201 - 431-7280

Mra. Jane Clayton
Director,
Dept. of Admin. & Justice
BOARD OF TRUSTEES
Mrs. Allison L.S. Stern
Chairman Emeritus

Mr Robert B. Gonzalez Chairman

Mr. Edwin M. Ambler Vice Chairman

Mrs. Harry Brindle

Mrs. Hazel Samuels

Mr. Richard J. Rooney

Mr. Frank Lovekin

Mrs. Edward Heftman



KENNETH W. HERMAN SUPERINTENDENT

May 4, 1979

Re: Grievance

John Nastasi:

This will serve as my response to your grievance dated 5/4/79 concerning

the Hazardous Duty Pay.

As I indicated, it is not within the scope of my authority to resolve this situation and therefore must forward the grievance to the next step. To that end I will send this grievance to Mr. Robert J. Collins, Assistant County

Administrator for appropriate handling.

Kenneth W. Herman-Superintendent

CC Mr. Robert J. Collins

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My 1, 1979

Mr. James W. Kirby Monmouth County Youth Detention Center Dutch Lane Road Freehold New Jersey 07728

Dear Mr. Kirby,

I am responding to your letter of April 24, 1979. During the course of your last negotiations we established an increment scale for all job titles in our bargaining unit.

Unfortunately, for the year 1979 the maximum established for Principal Boys. Supervisor was the same salary as your present salary. In our negotiations we did not place any individual employee outside the salary guide. Therefore, in 1979 you will get no pay increase. This was neither an oversight or an effort to prevent you from getting a pay increase. You will, however, receive the \$250 hazardous pay that all employees will receive for the first time.

I hope this explanation agets satisfactorily with you. As you are well aware the members of CW1 at the Youth Detention Center voted overwhelmingly to accept this contract package. Had you been a member you would have had an opportunity to voice any objection at the ratification meeting.

Sincerely,

Edward Schilltz CWA Representative

ES/dl

CC: Mr. Robert Collins . Mr. John Nastasi