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Monmouth

Contract

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Signed

A G R E E M E N T

Between:

Monmouth County

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

and:

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

X JANUARY 1, 1981 THROUGH DECEMBER 31, 1983

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This Agreement, made this _____ day of _____, 1981 by and between THE MONMOUTH COUNTY BOARD OF FREEHOLDERS, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA AFL-CIO, hereinafter referred to as the C.W.A., represents the complete and final understanding between the Employer and the C.W.A.

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. 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 PROBATIONARY PERIOD

A. New employees shall serve a three (3) month probationary period. The Employer has the right to remove said employees after such probationary period, provided said period has not been satisfactory in accordance with the standards established by the Employer. Dismissal during this period shall not be subject to the grievance procedure. It is also understood that the Employer shall not require these employees to undergo a new three (3) month probationary period when subsequently appointed permanently from a Civil Service list.

B. It is understood that the three (3) month probationary period shall also apply to those employees who have been in the service but have been promoted to a higher title. It is understood that employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer.

ARTICLE 7
DISCIPLINARY ACTION

With the exception of those employees noted in paragraph A of Article 6 above, no employee shall be displaced or discharged without just cause. If the Union feels that just cause does not exist in a disciplinary action, then said action shall be subject to the grievance procedure.

ARTICLE 8
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 seniority 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 9

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 10
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 11

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 12

SALARY

A. The salary ranges for titles included in this Agreement shall be established for the years 1981, 1982 and 1983 as indicated in Appendix A.

B. Adjustments for present and new employees shall be reflected in Appendix "B".

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 the years 1981, 1982 and 1983.

E. It is understood that if the Consumer Price Index for the New York/Northeast New Jersey area is 10% or more for the period ending December 1982, a reopener for negotiations on salaries will be initiated for the year 1983.

ARTICLE 13

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 14

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 15

JOB TITLE AND DESCRIPTIONS

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

ARTICLE 16

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 \$400.00 for 1981, \$500.00 for 1982, and \$500.00 for 1983.

B. All employees in job titles in which uniforms are required must wear them without exception.

ARTICLE 17

HAZARDOUS DUTY PAY

It is agreed that hazardous duty pay is eliminated for the remainder of this contract.

ARTICLE 18

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).

C. When an employee is called in to work overtime when said work does not connect with the employee's normal tour of duty, he shall be entitled to pay at time and one-half (1 1/2) plus one-half (1/2) hour for travel time to and from work, which additional hour shall also be paid at time and one-half (1 1/2).

ARTICLE 19

HOLIDAYS

A. The following days are recognized paid holidays:

New Years Day	✓ Fourth of July
Martin Luther King's Birthday	✓ 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

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 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 Principal Boys/Girls Supervisor, or the Superintendent.

D. All schedules are subject to review and approval of the Superintendent.

ARTICLE 20

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, to be scheduled by the Principal Boys/Girls Supervisor, or the Superintendent.

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 21

INSURANCE AND OPTICAL CLAUSE

A. Present insurance is to be continued for the duration of this Agreement. The County agrees that should additional health benefits be granted willingly by the Board of Chosen Freeholders to any other bargaining unit under its control, the employees in this bargaining unit shall be automatically covered for said benefits. It is understood that said health benefits shall not apply to this unit should the Board of Chosen Freeholders give additional health benefits where arbitration applies or where said health benefits were given to another unit in lieu of wages.

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 Principal Boys/Girls Supervisor, or the Superintendent, then, in such event, the employer will reimburse the employee for the reasonable cost of repair.

C. Other damage to personal property incurred in the line of duty will be reviewed on a case by case basis by the Principal Boys/Girls Supervisor, or Superintendent, to determine if reimbursement is necessary.

ARTICLE 22

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 calculated at the rate of two (2) hours per month, based on a forty (40) hour week. 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 23

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 November 26, 1976, which resolution is attached hereto and made a part hereof.

ARTICLE 24

AGENCY SHOP

A. Purpose of Fee

If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount as permitted by law.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule

The County will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the County; or
- (b) Three (3) months after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union has received the full amount of the representation fee to which it is entitled in this Article, the County will deduct the unpaid portion of the fee from the last

paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes

The Union will notify the County in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rate share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof

on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:15:A-5.4, as amended.

ARTICLE 25

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 26

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 27

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 28
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 29
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 30
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. Exceptions may be made to the ten day limit only if said written request is received by the Superintendent from C.W.A. International Headquarters.

ARTICLE 31
FORMALIZED TRAINING PROGRAM

A. A formalized training program for all members of the bargaining unit will be established by the Superintendent of the Youth Detention Center, with input from the Training Committee.

B. Monthly staff meetings held by the Superintendent shall continue in effect. The Superintendent shall give a minimum of one week notice for the scheduling of said staff meetings which shall be posted on the bulletin board. It is understood that said staff meetings shall not be mandatory for employees to attend when held on a normally scheduled day off.

ARTICLE 32
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 33

TERMINATION

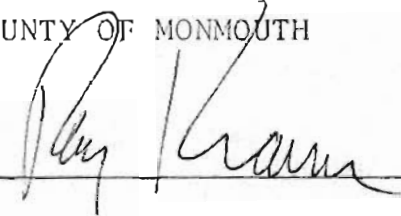
This Agreement shall be effective retroactive to January 1, 1981 and shall remain in full force and effect until December 31, 1983.

On or about October 1, 1983, the parties shall meet to renegotiate the terms and conditions of employment. The contract will remain in affect until a successor contract has been finalized and signed.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seal in Freehold, Monmouth County, New Jersey, on this _____ day of _____, 1981.

SHELTER COMMUNICATION WORKERS
OF AMERICA AFL-CIO

COUNTY OF MONMOUTH



ATTEST:


BY: _____

APPENDIX "A"

BOYS AND GIRLS SUPERVISOR

1981

\$8,100 \$8,505 \$ 8,950 \$ 9,376 \$ 9,846 \$10,358 \$10,855 \$11,597

1982

\$8,100 \$8,505 \$9,143 \$ 9,600 \$10,679 \$10,584 \$11,115 \$11,669 \$12,252

1985

\$8,100 \$8,505 \$9,143 \$9,829 \$10,320 \$10,835 \$11,378 \$11,947 \$12,544 \$13,171

SENIOR BOYS AND GIRLS SUPERVISOR

1981

\$ 9,975 \$10,474 \$10,997 \$11,547 \$12,125 \$12,731 \$13,367 \$14,035

1982

\$10,723 \$11,260 \$11,822 \$12,413 \$13,034 \$13,686 \$14,370 \$15,088

1983

\$11,527 \$12,105 \$12,709 \$13,344 \$14,012 \$14,712 \$15,448 \$16,220

PRINCIPAL BOYS AND GIRLS SUPERVISOR

1981

\$10,900 \$11,445 \$12,017 \$12,618 \$13,249 \$13,911 \$14,607 \$15,337

1982

\$11,718 \$12,303 \$12,918 \$13,564 \$14,243 \$14,954 \$15,702 \$16,487

1983

\$13,590 \$13,226 \$13,887 \$14,582 \$15,281 \$16,076 \$16,880 \$17,724

APPENDIX "B"

BOYS AND GIRLS SUPERVISORS

<u>New Employees</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
1/1/81 - 9/30/81	\$8,100		
After successful completion of 3 months probationary period	\$8,505	\$9,143	\$9,829
10/1/81 - 9/30/82		\$8,100	
After successful completion of 3 months probationary period		\$8,505	\$9,143
10/1/82 - 12/31/83			\$8,100
After successful completion of 3 months probationary period			\$8,505

BOYS AND GIRLS SUPERVISOR

<u>Present Employees</u>	<u>1981-</u>	<u>1982</u>	<u>1983</u>
\$ 7,725 Hired after 9/30/80	\$ 8,505	\$ 9,143	\$ 9,829
\$ 7,725 Hired before 9/30/80	\$ 8,930	\$ 9,600	\$10,320
\$ 7,975 Hired before 9/30/80	\$ 8,930	\$ 9,600	\$10,320
\$ 8,361	\$ 9,376	\$10,079	\$10,835
\$ 8,747	\$ 9,848	\$10,584	\$11,378
\$ 9,095	\$10,338	\$11,167	\$12,005
\$ 9,133	\$10,338	\$11,167	\$12,005
\$10,291	\$11,397	\$12,252	\$13,171

SENIOR BOYS AND GIRLS SUPERVISOR

<u>Present Employees</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
\$ 9,172	\$10,474	\$11,260	\$12,104
\$10,022	\$11,574	\$12,413	\$13,344
\$10,872	\$12,125	\$13,034	\$14,012
\$13,375	\$14,035	\$15,088	\$16,220

APPENDIX "B"

PRINCIPAL BOYS AND GIRLS SUPERVISOR

<u>Present Employees</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
\$10,389	\$12,017	\$12,918	\$13,887
\$11,355	\$12,618	\$13,564	\$14,582
\$12,321	\$13,911	\$14,954	\$16,076

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 endanger the health and safety of oneself or others.

ARI
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.

REQUIREMENTS:

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 BOYS' 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.

ES

7-30-75

APPENDIX "C"

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 prescribed 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 AND 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 deficiencies 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 supplementary 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:

1. 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.

ES
7-30-75