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AGREEMENT

1974

Between

11/74 - 11/75

THE MONMOUTH COUNTY WELFARE BOARD

and

LOCAL 2284, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This agreement entered into by the Monmouth County Welfare Board, hereinafter referred to as the "Employer" and Local 2284, American Federation of State, County and Municipal Employees, AFL-CIO, 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.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of the employees in the following job classifications in the John L. Montgomery Home and the Geraldine L. Thompson Medical Home for the purpose of establishing salaries, hours of work, and other conditions of employment:

- Cook
- Senior Cook
- Senior Food Service Worker
- Food Service Worker
- Building Service Worker
- Hospital Attendant
- Senior Practical Nurse
- Practical Nurse
- Senior Hospital Attendant
- Building Maintenance Worker
- Maintenance Repairman
- Linens Room Attendant
- Environmental Therapy Aide

Unless the parties to this Agreement mutually agree to include other classifications in addition to those listed above, employees in the above classifications and no others shall have the right to be represented in this bargaining unit.

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 the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes. The Union will notify the employer, in writing, at least 30 days in advance of any change in dues structure.

### EMERGENCY OVERTIME

When the Employer declares there is an emergency situation, such as a hurricane or some other Act of God, and calls an employee to perform such emergency work outside of his normal working hours, the employee will be compensated at time and one half for such time that he worked. As a result of such an emergency, employees unable to report for duty shall be excused with pay. Employee who works two (2) consecutive shifts shall be given lunch provided by Employer.

### CALL-IN-TIME

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his regular shift overlaps, he shall be paid time and one half for the first two hours of work. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

### OVERTIME

Time and one half the employee's regular hourly rate of pay shall be paid for work under the following conditions:

All work performed in excess of seven and one half (7½) hours in any one day.

Overtime work will be distributed as equally as possible among employees within the same classification.

## RATES OF PAY

The pay scales for all employees covered by this Agreement shall be set forth in Appendix A attached.

When an employee is promoted or reclassified from one class or title to another having a higher salary range, then his salary shall be adjusted to the next increment step in the higher range which he enjoyed in the range from which he was promoted.

During the term of this Agreement, the pay scales will not be reduced unless by mutual consent of both parties.

An employee who performs work in a higher paid classification will be paid the higher classification rate, when performing those duties. An employee can be worked in a higher classification, at no increase in pay, for a reasonable time. Reasonable time being fifteen (15) days.

An employee shall be paid the rate of pay for his own classification when performing work of a lower classification.

## PAID LEAVES

Employees in the service of the Employer shall be entitled to the following leave of absence with pay:

- (a) One working day sick leave with pay for each month of service from the date of appointment up to and including December 31st next following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed.
- (b) If an employee is absent for three consecutive days (working days) for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the doctor's certificate and charged against sick time.
- (c) An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave herein-above set forth, shall notify his immediate supervisor, by telephone or personal message within one hour before the beginning time of the employee's shift.
- (d) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local department of health.

(c) Three (3) personal days with pay will be granted to employees at the John L. Montgomery Medical Home and Geraldine L. Thompson Medical Home subject to the following:

- (1) Application for personal leave days shall be made at least five (5) days in advance unless in case of emergencies subject to approval of employee's immediate supervisor and Director.
- (2) Leaves must be used within the calendar year and shall not be cumulative from year to year.
- (3) Personal leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

#### JURY DUTY

Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

Any compensation received by employee while receiving full pay from the County while on jury duty, shall be endorsed by employee for the County Treasurer.

#### FAMILY DEATH

In case of death in the immediate family of an employee, time off with straight time pay will be allowed up to a maximum of three scheduled work days charged against annual sick leave.

"Members of the immediate family" means spouse, parents of employees or spouse, child, sister or brother and any relative living in the employee's immediate household, subject to verification if requested.

#### UNPAID LEAVES

Leaves of absence for a limited period--shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

#### UNION BUSINESS

Employees elected to any union office or selected by the Union to do work which takes from them their employment with the employer shall, at the written request of the Union, be granted a leave of absence without pay. The leave of

absence shall not exceed two years, but it shall be renewed or extended for a similar period upon the request of the Union. The request for renewal or extension shall be requested by the Union every six months.

### MATERNITY

Women employees who are permanent and have completed their working test period, may request that earned and accumulated sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one month after the actual date of confinement. This request must be accompanied by a doctor's certificate and is also dependent on approval by the departmental authorities. Additional time beyond the one month period after confinement may be granted provided the doctor's certificate sets forth the details of the condition requiring the additional leave.

### MILITARY SERVICE

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Such duty is not to exceed three (3) weeks.

Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service.

Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

### WORKMEN'S COMPENSATION

When an employee is injured while on duty, he will receive workmen's compensation of two-thirds of his salary, plus one-third from the County for a period of eight (8) weeks with no loss of sick time.

Should the employee still be disabled after the eight (8) weeks and has accumulated sick leave, the County will continue to pay him the one-third and will charge time against sick leave based on one-third, i. e., every three days paid by the County will be charged as only one sick day. Should the employee not have any accumulated sick leave at the end of eight (8) weeks, he will receive workman's compensation only.

### PAY SCALES

The pay scales for all employees covered by this Agreement shall be as set forth in Appendix "A" attached.

During the term of this Agreement, the pay scales will not change unless by mutual consent of both parties.

### EDUCATIONAL LEAVES

After completing one year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one year, but it shall be extended or renewed at the request of the employee. One year leave of absence (with any requested extension for education purposes) shall not be provided more than once every three years. The purpose of educational leave is to improve or up-grade the employees skills or professional ability related to their County position.

Employees shall also be granted leaves of absence for educational purposes not to exceed one month in any calendar year--to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or up-grade the individual's skill or professional ability, relevant to their County positions.

Employees returning from authorized leaves of absence as set forth above, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, or other employee rights, privileges, or benefits.

### SENIORITY

Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire.

In the event that two employees commence their employment on the same date, their respective seniority shall be determined alphabetically.

New employees shall be considered to be on probation for a period of ninety (90) days from the date of hire. During this period, the employee may be discharged at the will of the Medical Home and such discharge shall not be subject to the grievance and arbitration procedures provided in this Agreement.

In all cases of promotions, demotions, layoff, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided the employee has the ability to perform the work involved.

The Employer agrees that where circumstances permit, day-to-day work assignments of employees will be made in such a manner as will provide senior employees with experience that will improve their ability to qualify for promotions in line with their seniority.

In the event of layoff, the Union President, Union Secretary and the Shop Stewards shall be the last to be laid off and the first to be recalled after layoff.

The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of the same to the Union upon request.

The employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

#### HOLIDAYS

The following days are recognized paid holidays:

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

Employees who are scheduled to work on the holidays listed above in this Agreement, are to be paid at a rate of time and one-half, plus regular days wages. In order to be eligible for holiday pay, an employee must be on the active payroll of the Welfare Board and must have worked his full regular scheduled work-day before and after the holiday, unless excused.

Any other holiday granted to other County employees by resolution of the Board of Chosen Freeholders, The Governor of New Jersey, or President of the United States shall also be granted.

## GRIEVANCE PROCEDURE

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 The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within 3 days of its occurrence, if at that time, the steward is unaware of the grievance, he shall take it up within 10 days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within 3 working days.

STEP 2 If the grievance has not been settled it shall be presented in writing by the Union Steward or the Union grievance committee member to the administrator within 7 days after the supervisor's response is due. The Administrator shall respond to the Union Steward or grievance committee within three (3) working days.

STEP 3 If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative or grievance committee to the department of divisions director in writing within five working days.

STEP 4 If the grievance is still unsettled, the Union may within 15 days, after the reply of the director is due, by written notice to the director, request arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and Union within 7 days after notice has been given. If the parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five arbitrators. Both the employer and the Union shall have the right to strike two names from the panel. The Employer shall strike the first name; the Union shall then strike one name, etc., and the name remaining shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within 30 days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other Union Representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

Representatives of the Union who are not employees of the Employer, will be permitted to visit the Medical Home during their working hours, for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters. Such representatives shall give 24 hours notice.

### EQUAL TREATMENT

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

### WORK RULES

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

Employees will be allowed a fifteen minute (15) break period daily prior to their normal lunch schedule.

If an employee is requested to work a double shift, a 15 minute break is allowed prior to start of shift.

### 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, up to and including ten years of service.
- (c) Fifteen working days per year for each calendar year of service beyond ten and up to and including twenty years.
- (d) After twenty years of employment, twenty working days per year.

Part-time employees receive vacation leave on a pro-rata basis; i.e., employees on half-time service, after the first calendar year, receive six working days vacation per calendar year, etc. "Part-time employees" are defined for purposes of these benefits as employees who work less than the regularly scheduled work week, but 20 or more hours in the week.

All vacation monies to be paid to employees on last week prior to vacation.

### INSURANCE

Present insurance plan to be continued for duration of Agreement unless amended or changed by mutual consent of parties.

Present disability plan to be continued for duration of this Agreement unless amended or changed by mutual consent of parties.

### STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Union 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, provided the Employer follows the Grievance Procedure for which provision is made herein and the Employer shall not cause any lockout.

If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Monmouth County or the Superior Court Law Division, Monmouth County.

### SAFETY AND HEALTH

The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

The employer and the Union shall each designate a safety committee member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties, for the purpose of investigat-

ing safety and health conditions, during working hours with no loss in pay, for period not to exceed one (1) hour per day, unless additional time is authorized by the Superintendent, or the Employer.

### GENERAL PROVISIONS

Bulletin Boards The Employer will make available one enclosed bulletin board for the posting of official Union notices at each of the following locations, and the Union will limit the posting of Union notices to such bulletin boards.

John L. Montgomery Medical Home--In the basement entry, where the majority of employees report for duty.

Geraldine L. Thompson Medical Home -- On first floor, in the dining room.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decisions, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

It is agreed that representative of the Employer and representative of the Union meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

### CLASSIFICATION AND JOB DESCRIPTIONS

\* The Classification and job descriptions, for employees covered by this Agreement, are attached hereto as Appendix "A" and by reference are made a part of this Agreement.

### WORK SCHEDULES

Where the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority. Such preferences will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less-senior employee.

### MANAGEMENT RIGHTS

It is recognized that the Welfare Board has and will continue to retain the rights and responsibilities to direct the affairs of the Nursing Homes in all its various aspects. Among the rights retained by the Board are its rights to direct the working forces; to plan, direct and control all the operations and services of the Nursing Home to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment of facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

### TERMINATION

This Agreement shall be effective as of January 1, 1974 and shall remain in full force and effect until the 1st of January, 1975. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing 60 days prior to the anniversary date that it desires to modify this

In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the coming paragraph.

In the event that either party desires to terminate this Agreement; written notice must be given to the other party not less than 10 days prior to the desired termination date which shall be before the anniversary date set forth in the preceding paragraph.

APPENDIX A

1. SALARY INCREASES:

All employees of John L. Montgomery Medical Home and Geraldine L. Thompson Medical Home in the Bargaining Unit of the job classification attached to this Appendix are to receive for the year 1974, retroactive to January 1, 1974, a salary increase consisting of one (1) increment which is 5% of the minimum of the established salary range for their job classification. This, added to the employees 1973 salary shall be increased by 5.5%. Salary ranges for 1974 are to be increased in accordance with letter of February 22, 1974.

2. UNIFORM ALLOWANCE:

A uniform allowance for full time, active employees shall be provided for in the current year in the amount of \$100.00. An employee shall have served on full time active duty for a period of 6 months to become eligible for said uniform allowance payment. The Administrator of the institution shall certify, in writing, to the Department of Finance, County of Monmouth, the names of those employees eligible to receive the uniform allowance.

A uniform allowance for all part time employees will be based on a pro-rata basis.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS

THIS 8<sup>th</sup> DAY OF April 1974

FOR THE UNION

Chairman Beatrice Rivera  
Nellie Shields  
Verlene Lee Trinder

FOR THE EMPLOYER

James W. Parley Jr.  
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