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A G R E E M E N T

Between:

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

and:

COMMUNICATION WORKERS OF AMERICA
AFL-CIO

JANUARY 1, 1976 through DECEMBER 31, 1977

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This Agreement, made this 11th day of March 1976

by and between THE MONMOUTH COUNTY BOARD OF FREEHOLDERS, hereinafter referred to as the "Employer" and the COMMUNICATION 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 I

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 II

RECOGNITION

The Employer recognizes the C.W.A. as the exclusive representative of all non-professional employees including Boys' Supervisors (Juvenile Officers), Girls' Supervisors (Juvenile Officers), Senior Boys' Supervisors (Senior Juvenile Officers), and Senior Girls' Supervisors (Senior Juvenile Officers) employed by the County of Monmouth at the Monmouth County Youth Detention Center.

Said 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.

The parties agree that with respect to C.W.A. representation of Senior Boys' Supervisors (Senior Juvenile Officers) and Senior Girls' Supervisors (Senior Juvenile Officers), after six months from the signing

of this contract, the parties will review these title inclusions in the bargaining unit. If it is concluded that serious problems to employee management have resulted by the inclusion of these titles into the bargaining unit, they will be excluded from the bargaining unit. Otherwise, these titles will continue in the exclusive bargaining unit of the C.W.A., recognized by the Employer for the employees of the Monmouth County Youth Detention Center.

The parties recognize that Civil Service has general authority on all job titles which presently include, Boys' Supervisors (Juvenile Officers), Girls' Supervisors (Juvenile Officers), Senior Boys' Supervisors (Senior Juvenile Officers), Senior Girls' Supervisors (Senior Juvenile Officers). Employer recognizes C.W.A.'s request for more descriptive title of Juvenile Officer and Senior Juvenile Officer and employer will recommend the establishment of these titles to Civil Service. It is further agreed that if Civil Service does not re-classify the job titles, the Employer will use the Civil Service titles on official pay-roll and correspondence, but will internally recognize employees as Juvenile Officers.

ARTICLE III

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 IV

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 V

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 or disciplinary actions taken hereunder.

C. 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 fifteen (15) working days after the occurrence of the event from which the grievance arises.

(b) The grievance shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy. The Superintendent shall meet with the employee within three (3) working days from receipt of grievance. An answer shall be given by the Superintendent within five (5) working days of the meeting on the grievance. 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:

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.

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 fifteen (15) working days following the expiration of the time period set forth in the preceding step, submit a written request to the Personnel Director to refer the grievance to binding arbitration. Upon receipt of said request, the Personnel Director shall request a list of arbitrators from PERC.

(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.

(c) 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.

(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 VI

SENIORITY

A. Seniority is defined as an employee's continuous undisturbed service with the Employer.

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.

ARTICLE VII

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 VIII

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.

ARTICLE IX

MINIMUM NUMBER ON SHIFT

A. A minimum of three 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.

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 property security of the building.

C. A minimum of two officers on each wing shall be assigned to the 11 P.M. to 7 A.M. shift at all times.

ARTICLE X

SALARY

A. The following salary ranges shall be established for the calendar year 1976 and 1977, as indicated:

<u>JOB DESCRIPTION</u>	<u>1976</u>		<u>1977</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Boys' Supervisors (Juvenile Officers)	\$6,663.00	\$ 9,266.00	\$7,129.00	\$ 9,915.00
Girls' Supervisors (Juvenile Officers)	\$6,663.00	\$ 9,266.00	\$7,129.00	\$ 9,915.00
Senior Boys' Supervisors (Senior Juvenile Officers)	\$7,718.00	\$10,212.00	\$8,258.00	\$10,927.00
Senior Girls' Supervisors (Senior Juvenile Officers)	\$7,718.00	\$10,212.00	\$8,258.00	\$10,927.00

B. All Boys' Supervisors and Girls' Supervisors (Juvenile Officers) covered by this agreement and employed by the employer on or before December 31, 1975 shall receive in addition to their salary rate as of December 31, 1975 a salary increase for the year 1976 of \$600.00, retroactive to January 1, 1976.

C. All Senior Boys' Supervisors and Senior Girls' Supervisors (Senior Juvenile Officers) covered by this agreement and employed by the Employer on or before December 31, 1975 shall receive in addition to their salary rate as of December 31, 1975 a salary increase for the year 1976 of \$700.00, retroactive to January 1, 1976.

D. Effective January 1, 1977, all employees covered under Article I of this Agreement shall, in addition to their salary as of December 31, 1976, receive a salary increase for the year 1977 of 7%.

E. Any employee promoted from one class or title to another for a higher salary range shall have his compensation increased by \$500.00 more than his current salary immediately before the promotion or to the minimum for the new position, whichever sum represents a greater increase to the employee.

F. It is understood that this Article represents the total salary increases for 1976 and 1977.

ARTICLE XI

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 XII

JOB TITLE AND DESCRIPTIONS

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

ARTICLE XIII

UNIFORM ALLOWANCE

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 \$100.00.

ARTICLE XIV

OVERTIME

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

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 XV

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 Juvenile Officer.

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 XVI

VACATIONS

A. One working day for each months 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.

ARTICLE XVII

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. C.W.A. reserves and is granted the right to discuss a dental plan, drug prescription plan and/or optical plan for the contract year 1977.

C. 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 reasonable cost of repair.

ARTICLE XVIII

UNION DUES DEDUCTION

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 \$6.00 per month. The Union will notify the employer, in writing, at least thirty (30) days in advance of any change in dues structure.

ARTICLE XIX

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 XX

AGENCY SHOP

If the New Jersey State Legislature passes a law permitting the Public Employee Agency Shop, Monmouth County will automatically implement the Agency Shop in the Monmouth County Youth Detention Center.

ARTICLE XXI

FULLY BARGAIN

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 XXII

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 XXIII

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.

RESOLUTION AUTHORIZING SUPPLEMENTAL PAYMENTS
CONCERNING UNUSED ACCUMULATIVE SICK LEAVE FOR
RETIRING EMPLOYEES

Mr. Kramer, for Director Gumbs, offered the following resolution and moved its adoption:

WHEREAS, employees of the County of Monmouth are entitled to sick leave days each year which days may be accumulative from year to year; and

WHEREAS, there are a number of conscientious employees in Monmouth County Government who have not used all their sick leave and it is felt that it is in the best interest of the County of Monmouth and the employees that such employees receive supplemental compensation at the time of their retirement or death.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that any employee in the classified service of the County and each County employee not in the classified service who has been granted sick leave under terms and conditions similar to classified employees shall be entitled upon retirement from recognized public employee's retirement system to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the employment records and certified by the appointing authority on the effective date

of his retirement or death.

BE IT FURTHER RESOLVED that an employee who elects a deferred retirement benefit shall not be eligible for the supplemental compensation payment provided under this resolution.

BE IT FURTHER RESOLVED that the supplemental compensation payment to be paid pursuant hereto shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement or death, provided however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

BE IT FURTHER RESOLVED that upon application made by an employee or representative in case of death, his appointing authority shall certify within forty-five (45) days the number of earned and unused accumulated sick leave for which supplemental compensation is to be paid.

BE IT FURTHER RESOLVED that the lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retiree employee under any other statute.

BE IT FURTHER RESOLVED that an employee who has incurred or shall incur a break in service as a result of separation due

to layoff shall be credited with sick leave accrued both before separation and after return to employment regardless of whether such separation occurred prior to the effective date of this resolution. An employee incurring a break in service for any other type of separation on and after the effective date of this resolution shall have his sick leave computed only from the date of return to employment.

BE IT FURTHER RESOLVED that in the event of an employee's death the payment shall be made to his estate.

BE IT FURTHER RESOLVED that the Clerk of the Board, County Treasurer and County Administrator shall jointly prepare and submit to this Board proposed rules and regulations to implement this resolution, including but not limited to the procedure for application and for payment of such supplemental compensation and establishment of a special account for payment of such supplemental compensation.

BE IT FURTHER RESOLVED that this resolution supplements and clarifies the prior resolutions on this subject that the Board adopted October 1, 1974 and December 27, 1974 and anything in said resolutions that is inconsistent with this resolution is superceded, vacated and set aside.

Seconded by Mr. Lynch and adopted on roll call by the following vote:

Messrs.	Yes	No	Abstain
Larrison	()	()	() (Absent)
Kavalek	(x)	()	()
Lynch	(x)	()	()
Kramer	(x)	()	()
Gumbs	(x)	()	()

REC 31

MEMO