

#1878

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

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

MEDICAL HOMES

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JANUARY 1, 1997 through DECEMBER 31, 1999

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ARTICLE 1

PREAMBLE

Section 1. This Agreement, made this            day of October, 1997 , by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [Employer or County] and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2284 [Union], represents the complete and final understanding between the County of Monmouth and the Union:

Section 2. This Agreement entered into by the Employer and 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 terms and conditions of employment.

ARTICLE 2  
RECOGNITION

Section 1. The County of Monmouth recognizes the Union as the sole and exclusive representative of employees in the following job classifications within the Monmouth County Department of Medical Homes:

Building Maintenance Worker	Building Service Worker
Food Service Worker	Linen Room Attendant
Laundry Room Worker	Practical Nurse [LPN]
Maintenance Repairer	Environmental Therapy Aide
Cook	Maintenance Repairer LPL
Institutional Attendant*	Certified Nurses Aide*
Senior Certified Nurses Aide*	

Section 2. The above recognition of job classifications shall include recognition of all Senior classifications. The parties agree to establish qualifications for promotion to the title of Senior Certified Nurses Aide.

Section 3. Employees in the above classifications, and no others, shall have the right to be represented in this bargaining unit.

\* clinical ladder titles.

ARTICLE 3  
UNION SECURITY

Section 1. 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 tenth (10th) day of the succeeding month after such deductions are made. This authorizations shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes. The Union will provide written notification to the Employer at least thirty (30) days in advance of any change in dues structure.

Section 2. Any new employee in the bargaining unit who does not join the Union within one hundred twenty (120) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction as in Section 1 above. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union.

Section 3. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

Section 4. The Union's entitlement to the representation fee shall continue beyond the terminate date of the Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 5. It is agreed that the Union shall establish and maintain at all times a demand and return systems as provided by NJSA 34:13A-15.5 (c) and 5.6 and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

## ARTICLE 4

### UNION BUSINESS

Section 1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but 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 (6) months.

Section 2. Duly elected officials of the local Union [whose election has been certified to the Employer by the State Union] who are selected as delegates, or as their designee or alternate, shall be granted an aggregate of twenty-five (25) days for each year of this Agreement to attend duly verified Union conventions and/or seminars held by the State Union. Notice to attend a Union convention or Union seminar shall be given to the Employer in writing at least seven (7) days prior to the expected attendance.

Section 3. If the president or a vice president of the local Union attends a departmental disciplinary hearing involving discipline of greater than five (5) days suspension and if that hearing is held outside of their normal work hours, then that officer shall be entitled to compensation time for the time spent at the hearing and in accordance with current policies.



## ARTICLE 5

### SENIORITY/JOB DESCRIPTIONS

Section 1. Seniority is defined as an employee's total length of service with the Employer, beginning with the original date of hire. In the event that two employees commence their employment on the same date, seniority shall be determined alphabetically. New employees shall be considered to be on probation for a period of 3 months 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.

Section 2. In all cases of promotions, demotions, layoff, recall, shift assignment, transfers between facilities, 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. In case of shift assignment requests, the Employer may in its sole discretion decline to grant a request to move from a day shift to an evening or night shift or from an evening shift to a night shift.

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 shall be the last to be laid off and the first to be recalled after layoff.

Section 3. 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.

Section 4. The Employer shall post promotional vacancies for which unit members are eligible and post shift vacancies for at least seven (7) days.

Section 5. It is agreed that the County will establish a pilot program to encourage the further education of a qualified employee from each medical home in an LPN program for the calendar year 1998, similar in scope and content as the program used in 1997 for an employee at the John L. Montgomery Medical Home.

It is agreed that this pilot program may be extended into 1999 at the sole option of the County announced prior to the beginning of 1999. It is further understood and agreed that this pilot program shall not become a permanent part of this contract unless negotiated for inclusion into a successor agreement.

## ARTICLE 6

### MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Nursing Homes in all the various aspects.

Section 2. Among the rights retained by the Employer 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 sub-contract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment of facilities.

Section 3. It is agreed that the exercise of any of the above rights of this Article shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7

NO STRIKE PROVISION

Section 1. 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 provisions is made herein and the Employer shall not cause any lockout.

Section 2. 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 of Monmouth or the Superior Court, Law Division, Monmouth County.

ARTICLE 8  
WORK RULES

Section 1. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 2. A copy of all new written procedures and rules shall be provided to the local Union President before they are issued. It is agreed that proposed new rules or modifications of existing rules governing working conditions shall be negotiated before they are established.

Section 3. It is agreed that the Absenteeism Policy and Procedure Guidelines dated June 16, 1993, are acceptable to the parties. It is understood that in all disciplinary proceedings the Employer will resort to the Guidelines as well as to an employee's past record of disciplinary action for guidance in determining an appropriate disciplinary penalty for the current specific offense.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. It shall be the policy of the Medical Homes to base the discipline and discharge of an employee on just cause.

Section 2. The sole right to discipline and discharge employees for cause is retained by the Medical Homes.

Section 3. The Medical Homes reserve the right to reject any new employee at any time within three months from the date of permanent appointment if, in its sole discretion, the Employer finds that employee to be an undesirable employee for any reason.

Section 4. No claim involving discipline or discharge shall be submitted to the grievance arbitration if the matter is subject to the appeal procedures of the New Jersey Department of Personnel. Minor disciplinary actions not subject to the appeal procedures of the New Jersey Department of Personnel may be submitted to the grievance procedure starting at Step 2.

Section 5. It is understood that part of the duties of all employees, especially LPN's, includes the recording and reporting of infractions or violations of Nursing Home policy by other employees. This shall be done on forms which are available to all employees. The extent of any discipline shall remain the prerogative of the Employer.

ARTICLE 10  
GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement shall be settled in accordance with the following procedures.

Section 2. The grievance procedures shall consist of three steps:

Step 1. The employee shall take up the grievance or dispute with the employee's immediate supervisor within twelve (12) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) days.

Step 2. If the grievance has not been settled at Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee, and presented to the Medical Home Administrator within ten (10) days after the response from Step 1 was given or was due, whichever is later. A written reply by the Administrator shall be given to the employee and to the Union within ten (10) days after the meeting.

Step 3. If the grievance is still unsettled, the Union may request arbitration within twenty (20) days after the reply of the Administrator was given or was due, whichever is later. If arbitration is requested, the Medical Home Administrator and the County Personnel Officer shall each be given a copy of the

request.

Section 3. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union through the offices of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Section 4. 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 proceeding, 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.

Section 5. 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 discipline or grievance procedure. Employees so designated by the Union will be permitted to confer with Union Representatives, Employees and with Employer Representatives regarding matters of employee representation during their break periods and lunch periods.

Section 6. Representatives of the Union who are not employees of the Employer, will be permitted to visit the Medical Homes, for the purpose of discussing Union representation matters so long as such does not interfere with work at the Medical Home.



Such representatives shall give twenty-four (24) hours notice to the Employer.

## ARTICLE 11

### SALARY

Section 1. Salary Increases, 1997. Effective the first pay in January 1997, and retroactive to that date, bargaining unit members who were employed on or before December 31, 1996, and who are employed on the date of the signing and final ratification of this Agreement, shall receive a pay increase in the amount of four percent ( 4.0 % ) above their base salary of December 31, 1996.

Section 2. Salary Increases, 1998. Effective the first pay in January, 1998, bargaining unit members who were employed on or before December 31, 1997, shall receive a pay increase in the amount of three and one-half percent ( 3.5 % ) above their base salary of December 31, 1997.

Section 3. Salary Increases, 1999. Effective the first pay in January, 1999, bargaining unit members who were employed on or before December 31, 1998, shall receive a pay increase in the amount of three percent ( 3.0 % ) above their base salary of December 31, 1998, provided that if the County grants a general wage increase to its unrepresented employees which is greater than this amount, then the raise under this section shall be increased to that greater amount.

Section 4. The Employer shall reserve the right to increase minimum hiring salaries from time to time during the term of this Agreement, provided that no present member of the

unit will be paid less than whatever minimum is established and provided that any such change will be made known to the Local Union president prior to actual implementation.

Section 5. Employees working on weekends shall be paid an additional seven and one-half percent (7.5%) of their hourly rate for each hour worked between midnight of Friday and midnight of Sunday.

Section 6. Promotions. When an employee is promoted or reclassified from one class to another having a higher salary range, then that employee's salary shall be increased by six percent (6%) of base pay or adjusted to the salary rate of the minimum of the new salary range, whichever is greater. It is understood that the salary adjustment shall not be such as to put the salary above the maximum of the established salary range for the new position.

Section 7. Performing in Higher Classification. An employee who performs work in a higher paid classification will be paid the higher classification rate when performing those duties. An employee may work in a higher classification, at no increase in pay, for a reasonable time, not to exceed fifteen (15) days. The current practice of a five percent (5 %) adjustment for LPN duty in charge of facility shall be modified to a six percent (6 %) pay differential for in charge time.

Section 8. If an employee is not scheduled to work any hours on a Friday pay day, paycheck may be picked-up on that date or made available the next scheduled work day. If an employee is

scheduled to work Friday hours, then paychecks will be distributed during those hours.

When available through the Employer, employees may elect to choose direct deposit of their paycheck.

Section 9. Employees who are engaged in patient care and required to be away from the premises during their lunch time as a part of patient care shall receive a meal allowance in the amount of \$ 6.00 where the absence is as a result of a patient care assignment given without a day's notice. The Administrator shall endeavor to pay the employee from petty cash, if available. This section shall not apply if a day's notice of the off-premises assignment has been given [ie, told Tue for Wed].

Section 10. It is understood that the County has established new salary ranges for all titles covered by this agreement and as permitted under Section 4, and it is agreed that the minimums thereby established shall be made effective November 1, 1997 and payable beginning the first pay period thereafter.

It is further understood that as a part of the new minimums established, which affect the newest employees, and to fairly reflect the prior service of other remaining employees, there shall be a one-time equity adjustment which shall be made effective November 1, 1997 and payable beginning the first pay period thereafter, and which shall be calculated in accordance with the formula presented during negotiations and made a part hereof, though it is understood that no one will receive less than a \$ 200.00 adjustment to base salary under this Section.

ARTICLE 12

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. A yearly uniform allowance shall be provided to all full-time, active employees who have been employed on a full-time, active basis for not less than six (6) months in the amount of \$450.00. The uniform allowance shall be pro rated for unpaid leaves of absence beyond one (1) month in duration.

Section 2. A uniform allowance for all part-time employees shall be based upon a pro rata basis. A uniform allowance for all employees hired after January 1 of a year shall be based upon a pro rata basis for the first partial year.

ARTICLE 13  
WORK SCHEDULES

Section 1. If an employee is requested to work a double shift, a fifteen (15) minute break will be allowed prior to the start of the shift. Employees will be allowed a forty-five (45) minute lunch break during the double shift.

Section 2. Where the nature of the work involved requires continuous operations on a twenty-four hours 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 where reasonably possible, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year. If either day of an assigned weekend duty is missed because of a call-in sick of less than three day's duration, it shall not be counted in determining equal distribution of weekend duty.

Section 3. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shift in accordance with their seniority and consistent with the provisions set forth in Article 5, section 2. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

Section 4. The scheduled shift hours for employees with the titles of Institutional Attendant, Senior Institutional

Attendant, Practical Nurse, and Senior Practical Nurse shall be 7:00 a.m. - 3:15 p.m. for those assigned to the day shift; 3:00 p.m. - 11:15 p.m. for those assigned to the evening shift; and 11:00 p.m. - 7:15 a.m. for those assigned to the night shift.

ARTICLE 14

OVERTIME/EMERGENCY OVERTIME

Section 1. Block System Scheduling.

In order to continue the Block System of scheduling, as requested by the employees, each employee shall be entitled to overtime.

Section 2. Distribution.

Overtime shall be distributed as equitably as possible, given the work requirements of the shift.

The County agrees to maintain a list of "Volunteers" who would be willing to perform said overtime. A preference will be given to part time employees for overtime assignment so long as that overtime assignment will be performed by the part time employee at straight time rates; and if not, then there shall be no such preference.

If the volunteer list is exhausted and no one volunteers for overtime, then the employer shall offer the overtime to employees on the previous shift involved on a seniority basis, rotating the list from the employee with the most shift seniority to the employee with the least shift seniority. It is, therefore, understood that the person with the least shift seniority will have to perform said overtime.

Section 3. When the County declares an emergency situation or mandated work and calls an employee to perform such emergency or mandated work outside of the employee's normal



working hours, the employee shall be compensated at time and one-half for such time worked. The County shall notify an affected employee as soon as is reasonable or practicable of any anticipated overtime emergency or mandated work. An employee who works two (2) consecutive shifts shall be given a meal provided by the County.

Section 4. Where an employee has called in and is unable to report to work as scheduled, the Employer may require that a two (2) hour mandate be given to another employee on the preceding shift, with the understanding that the mandate given may be for the full work day if the employee who called in fails to report to work.

Section 5. It is agreed that the Employer shall consider an employee's request that mandate not be imposed prior to a mandate work requirement. It is understood, however, that the decision of the Employer to require mandate work is a management decision and final.

Section 6. It is agreed that the County and the Union will meet outside of contract negotiations to discuss the issue of scheduling of employees so as to achieve a more economic distribution of employees and to better deliver patient care. The County agrees to negotiate the impact of any scheduling changes made, if any changes are made, following the said discussions with the Union.

ARTICLE 15  
WEATHER EMERGENCY

Section 1. In situations where the Monmouth County Board of Chosen Freeholders declares a day off for inclement weather, such as snow, or other acts of God, for non-emergency employees it is understood that the John L. Montgomery Home and the Geraldine L. Thompson Medical Home will remain in operation. Thus, employees who are scheduled and are able to work will receive an additional day off at a future date at a straight time rate to be scheduled at the discretion of the Administrator. For those employees who are unable to work because of such weather conditions, a vacation, sick, compensatory or administrative day will be charged at the employees discretion.

ARTICLE 16

CALL-IN TIME

Section 1. Any employee who is requested and returns to work during periods other than the employee's regularly scheduled shift shall be paid time and one-half for such work and shall be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call-in time work assignment and their regular shift overlap, the employee shall be paid time and one-half for the first two hours of work and at regular rate for the balance of the regular work shift.

Section 2. An employee shall be required to call in at least one (1) hour prior to reporting time if it is expected that he or she will be unable to report for work at the scheduled time. An employee who is late or has an unexcused or unauthorized absence may be subject to discipline.

ARTICLE 17

INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions.

Section 3. The provisions of Board resolution # 94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 4. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$ 3.00 co-pay for prescription drugs and a \$ 1.00 co-pay for those who use generic drugs.

Section 5. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous

basis, a salary based on a minimum of 20 hours weekly. Temporary employees are not eligible for these benefits.

Section 6. The statutory compensation provided in NJSA 34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply.

Section 7. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County may test that individual, which test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

ARTICLE 18

VACATIONS

Section 1. One working day for each month worked during the first calendar year of employment.

Section 2. Twelve working days per year after the first calendar year of employment up to and including five years of service.

Section 3. Fifteen working days per year beyond five and up to and including twelve years.

Section 4. Twenty working days per year beyond twelve and up to and including twenty years.

Section 5. After twenty years of employment, twenty-five working days per year.

Section 6. 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 their first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 7. 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 the

purposes of these benefits as employees who work less than the regularly scheduled work week, but twenty or more hours in the week.

Section 8. An employee may request a maximum of one week of earned vacation allowance to be forwarded into the next succeeding year. The request shall be made in writing to the appropriate appointing authority prior to November 15th and may be approved for good reason shown. Any carryover vacation time must be used by April 1 of the next year or lost.

Section 9. An employee may request use of vacation leave around holidays if requested in writing and approved in advance by the Administrator, provided that the decision of the Administrator shall not be subject to grievance.

ARTICLE 19

PAID LEAVES/UNPAID LEAVES

Section 1. Paid Leaves. Employees shall be entitled to the following leave of absence with pay:

A. Sick Leave. Sick leave may be used by employees who are unable to work because of personal illness or injury, exposure to contagious disease, or for the care, for a reasonable period of time, of a seriously ill member of the employee's immediate family or because of death in the employee's immediate family, for a reasonable period of time.

During the first year of employment, sick leave is earned at the rate of one day for each month of service from the date of appointment up to and including December 31st next following such date of appointment. Thereafter, fifteen (15) days sick leave are advanced each calendar year. If any employee requires none or a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to their credit from year to year as accumulated sick leave.

If an employee is absent for five (5) consecutive scheduled work days on earned sick leave, the employer may require acceptable evidence of the nature of the illness and length of time the employee will be absent by a doctor's certificate.

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, shall notify their immediate supervisor, by telephone or personal message, at least two (2) hours before the beginning time of the employee's shift, except in case of emergency.

Employees will be allowed to use available vacation time to cover serious, i.e., pneumonia, broken or fractured limbs, or other like illnesses or injuries or longer term illness or injury if they have exhausted their yearly sick leave and accumulated sick leave. Such vacation use must be requested in advance if at all possible and may be subject to competent medical verification at the request of the Employer.

B. Personal Leave. Personal leave is earned at the rate of one day every four months, for a total of three (3) administrative days with pay within a year, subject to the following:

(1) Application for administrative leave days shall be made at least five (5) working days in advance unless in case of emergencies subject to approval of employee's immediate supervisor and administrator. No specific reason for the request will be required, except for emergencies.

(2) Leaves must be used within the calendar year prior to December 15th of the year and shall not be accumulated from year to year.

(3) Administrative leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of

emergency.

Section 2. Unpaid Leaves. Leaves of absence without pay and 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. It is understood that approval for an unpaid leave must be obtained prior to the commencement of that leave, or such absence shall be deemed unauthorized.

Section 3. Maternity Leave. Employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of delivery upon presentation of medical certificate.

Any requests for additional leaves of absence without pay for any employee who is unable to return to work because of continuing illness and inability to perform their job may be submitted to the appointing authority in accordance with the provisions for a request for leave of absence without pay provided for in this contract.

Employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted after the birth of their child for a period of one (1) week after the actual date of delivery upon presentation of a medical certificate.

Section 4. Educational Leave. 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 (1) year, but it shall be extended or renewed at the request of the employee. Such a leave shall not be provided more than once every three (3) years. The purpose of educational leave is to improve or upgrade 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 (1) month in any calendar year -- to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade 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. It is understood that credit for service will not be counted for the period of time the employee is on leave without pay.

Section 5. 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 90 days. Any employee who entered into active 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.

Section 6. 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 the jury duty compensation they receive and their regular wages for each day of jury service. Any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee for the County Treasurer.

Section 7. Unused Sick Leave Benefit. All permanent classified employees and employees granted sick leave under terms and conditions similar to classified employees shall be entitled upon retirement, death, or termination, provided the employee has served at least ten (10) years of continual full time employment with the County or is from a 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/her on the employment records and certified by the appointing authority on the effective date of his/her retirement or death.

Payment will be calculated as follows:

a. One-half of employee's daily rate of pay for each day of earned and unused sick leave.

b. Rate will be calculated based upon the average annual compensation received during the employee's last year of employment, prior to retirement or death.

Supplemental payment shall not exceed \$15,000.00. Supplemental payments shall not interfere with any existing pension or retirement funds. Break-in-service shall not affect accumulated sick days. 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.

An employee incurring a break in service for any other type of separation shall have their sick leave computed only from the date of return to employment. In order to be eligible for the supplemental payments, a retiring employee must be an active Monmouth County employee during the time prior to their retirement.

Applications for supplemental payment for accumulated sick leave may be obtained from the Department of Finance.

Section 8. Sick Leave Pilot Program. It is agreed that the County will establish a pilot program for the calendar year 1998 to encourage attendance, whereby those employees who use four or fewer sick leave days during 1998 will receive a lump sum payment of \$ 200.00 in the first pay of 1999.

It is agreed that this pilot program may be extended

into 1999 at the sole option of the County announced prior to the beginning of 1999. It is further understood and agreed that this pilot program shall not become a permanent part of this contract unless negotiated for inclusion into a successor agreement.

ARTICLE 20

HOLIDAYS

Section 1. The following days are recognized paid holidays:

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

Section 2. 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 day's wages. In order to be eligible for holiday pay, an employee must have worked their full regular scheduled work day before and after the holiday, unless excused. Any other holidays 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.

ARTICLE 21

DEATH IN FAMILY

Section 1. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child.

Section 2. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent or other member of the employee's immediate household.

Section 3. The County reserves the right to verify the legal relationship of a decedent to an employee requesting bereavement leave or to require verification of death.

Section 4. In a circumstance where an employee may take a three (3) day bereavement leave, that may be extended by two (2) additional days if the employee has available vacation time and requests such additional time prior to its use.



ARTICLE 22

EQUAL TREATMENT

Section 1. The Employer and Union agree there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities; provided, however, that no grievance arising under this Article shall be submitted to the Arbitration Step of the Contractual Grievance Procedure but shall, instead, be submitted to the jurisdiction of the appropriate administrative agency.

ARTICLE 23  
SAFETY AND HEALTH

Section 1. 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 Employer's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for a period not exceed one (1) hour per day, unless additional time is authorized by the Administrator, or the Employer.

## ARTICLE 24

### GENERAL PROVISIONS

Section 1. Bulletin Boards. The Employer will make available one enclosed bulletin board for the posting of official Union notices in the employee dining room at each facility. The Union agrees to limit the posting of Union notices to such bulletin boards.

Section 2. Severability. 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 decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 3. Discussions. The Union and the Employer agree to sit down on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union Representative(s) and Management Representative(s). Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.

These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free discussion of existing problems concerning both parties.

## ARTICLE 25

### TERM AND EXTENT OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 1997 and shall remain in full force and effect until December 27, 1999. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

Section 2. In the event that such notice is given, negotiations shall begin not later than thirty (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 section.

Section 3. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall be before the anniversary date set forth in the preceding Section.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal at Freehold, New Jersey on this            day of October 1997:

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

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

Harry Larrison, Jr.  
Harry Larrison, Jr.  
Freeholder Director

Raymond Latta Pres.

York Township vs.

James L. Murphy

Dorothy M. McShane

Richard E. Peff

Deborah A. Butler