



AGREEMENT BETWEEN:  
THE ARC OF MONMOUTH, INC.,  
AND  
FEDERATION OF NJARC STAFF  
LOCAL3782  
AMERICAN FEDERATION OF TEACHERS  
AFL-CIO

September 1, 2024 – August 31, 2027

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## **PREAMBLE**

This Agreement is entered into this 1st day of September, 2024, by and between The Arc of Monmouth, Inc., (hereinafter referred to as the "Employer"), a non-profit corporation of the State of New Jersey having its principal place of business at 1158 Wayside Road, Tinton Falls, New Jersey; and the FEDERATION OF N.J.A.R.C. STAFF, LOCAL 3782, NEW JERSEY STATE FEDERATION OF TEACHERS, AFT, AFL-CIO, an unincorporated association, having its mailing address at the Main Post Office Box 601, Long Branch, New Jersey (hereinafter referred to as the "Union"); and

WHEREAS, it is the purpose and intent of this Agreement to settle all terms and conditions of work for the duration hereof; to provide a means for the amicable adjustment of all grievances; to avoid work interruptions and interferences with the operation of the programs of the Employer, and

WHEREAS, the parties recognize the commitment of the staff to serving the day-to-day needs of the persons served by the Employer, and

WHEREAS, the parties agreed that all modifications in this Agreement, will be effective on the first day of this agreement or other such date which is specified in a particular provision of the Agreement, and

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises herein set forth, the parties agree as follows:

## **Article 1. RECOGNITION**

- I. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent on behalf of its Employees as defined herein.
2. Employees occupying the titles set forth in Rider A attached hereto consisting of all twelve (12) month employees, shall be included in the bargaining unit.
3. Excluded from the bargaining unit are the management executives, supervisors, people employed by other employers, guards, welfare Employees, part-time Employees working less than twenty (20) hours per week, bus drivers and aides not employed by Employer, executive and administrative secretaries, confidential Employees, bookkeeper, associate bookkeeper, substitutes, consumer trainees, consumer enclave workers, interns, cooperative education students, development associate, and all others.
4. Substitutes, for the purposes of this agreement, shall be utilized by the employer for legitimate business reasons, including but not limited to,
  - a. Providing program coverage due to the absences of regular employees or
  - b. Increasing the work force due to temporary increase in workload.

It is understood by the parties that under some circumstances it may be necessary to use substitutes to fill bargaining unit positions which cannot otherwise be filled at that time.

It is the intent of the parties that whenever possible, vacant bargaining unit positions shall be filled with regular employees.

5. Excluded also from the bargaining unit are temporary Employees. Temporary Employees are defined as those Employees whose letters of employment shall state that their employment is for twelve (12) calendar months or less. After six (6) months of employment a temporary Employee shall be considered a part of the Bargaining Unit in his/her job title.

Temporary Employees shall be hired by the Employer for legitimate business reasons including, but not limited to:

- a. The replacement of Employees who are on vacation, sick leave or other types of leaves;
- b. Special projects of the Employer.

The Employer shall not hire temporary Employees to the detriment of the Union.

6. Full time bargaining unit employees shall be those working 35 or more hours per week.

Part time bargaining unit employees shall be those working at least 20 but less than 35 hours per week.

7. It is understood by the parties that the Employer shall have the right to hire part-time Employees for legitimate business reasons; however, the Employer shall not hire part-time Employees not eligible for the bargaining unit to the detriment of the Union.

## RIDER A

## TWELVE (12) MONTH

Administrative Assistant	Parent Trainer/Social Worker
Administrative Assistant/Transportation	Placement Counselor
Coordinator	Placement Specialist, JTPA
Assistant Bookkeeper	Production Coach
Assistant Residence Manager	Production Supervisor
Building Maintenance Worker	Program Specialist
Bus Aide	Program Technician
Bus Driver	Psychiatric Nurse
Business Development Specialist	Recreation Associate
Case Manager, Health Services	Recreation Coordinator
Case Manager, Social Services	Recreation/Volunteer Coordinator
Cashier	Relief Manager
Cashier/Sales Associate	Residential Direct Support Professional I
Clerk	Residential Direct Support Professional II
Community Development Worker	Secretary
Community Support Aide	Self-Directed Services Worker
Community Support Worker	Senior Assistant Residence Manager
Custodial Services Group Leader	Senior Group Leader
Development Assistant	Senior Job Coach
Enclave Technician	Senior Mental Health Asst.
Floating Residential Assistant Manager	Senior Production Coach
Food Service Coordinator	Senior Program Technician
Group Leader	Senior Technician
Group Leader Behavioral	Senior Training Technician
Head Technician	Shipping and Receiving Coordinator
Instructor	Social Worker
Intake/Evaluator	Specialist
Instructional Aide	Technician
Job Coach/Employment Specialist	Therapeutic Recreation Specialist
Mental Health Assistant	Training Technician
Mental Health Clinician	Truck Driver
Nurse	Utility Person
Nurse Practitioner/Clinical Nurse	Vocational Aide
Specialist	Vocational Assistant
Nurse Residential	Vocational Counselor
Nurse, Special Needs	Work Evaluator

## **Article 2. NEW POSITIONS**

1. In the event the Employer creates a title or hires Employees not within any of the titles in Rider A, and it is agreed by the parties that such title appropriately is included within the bargaining unit, then the following procedure shall be followed:
  - a. The Employer shall notify the Union of the creation of the position at least fifteen (15) days in advance of any hiring for that position.
  - b. The parties shall meet to negotiate terms and conditions of employment of such position.
  - c. In the event the parties are unsuccessful in mutually agreeing to the terms and conditions for such position at the end of fifteen (15) days, then in that event, the Employer may proceed to fill the position.
  - d. Upon subsequent mutual agreement between the parties concerning terms and conditions, any of which can be made retroactive to the date of hire for the position, such agreement shall be so implemented.
2. In the event the parties disagree concerning whether the position falls within the bargaining unit, the dispute shall be submitted directly to Step 4 of the grievance procedure herein.

Should it be finally determined that the position is within the bargaining unit, the parties shall commence negotiations under 1(b) above.

## **Article 3. SCOPE OF AGREEMENT**

1. The Employer agrees that it will make no changes in terms and conditions of employment without consultation and, where appropriate, negotiations with the Union.
2. The Employer shall have the right to establish reasonable rules and regulations and/or make reasonable modifications of rules and regulations governing the conduct of Employees and to enforce said rules through the use of disciplinary steps or measures as it determines, notwithstanding paragraph 1 above, provided such rules are not inconsistent with a specific term of this Agreement.
3. Where this contract contains clauses which conflict with the past practice or common law of the shop, the provisions of this contract shall prevail.

**Article 4.**  
**UNION MEMBERSHIP**

It shall be a condition of employment that all Employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall be a condition of employment that Employees covered by this agreement who are not members on the effective date of this Agreement and all Employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31) day following the beginning of such employment become and remain members in good standing in the Union.

**Article 5.**  
**CHECKOFF**

1. The Employer, after receipt of written authorization from each Employee, shall deduct in equal installments the Union dues from the paycheck of each bargaining unit member, upon completion of the thirtieth (30<sup>th</sup>) calendar day of employment. The Employer shall forward all such deductions and Employees' names, to the Union's Treasurer on or before the fifteenth (15<sup>th</sup>) day of each calendar month.
2. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent written communication from the Union as to the rate of regular monthly dues and the proper amount of initiation fees, which is provided at least thirty (30) days prior to the effective date of any charge.
3. The Employee may withdraw written authorization to deduct Union dues at the end of one (1) year, or the termination date of the Agreement, whichever is sooner.
4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of the enforcement of this Article.

**Article 6.**  
**NON-DISCRIMINATION**

Neither the Employer nor the Union nor any Employee shall discriminate against any Employee or application for employment because of race, creed, sex, marital status, sexual orientation, age, color, national origin, disability, handicap or participation, non-participation, membership or non-membership in the Union.

**Article 7.**  
**UNION RIGHTS**

1. Up to two (2) duly authorized representatives of the Union shall be permitted access to the premises of the Employer for the purpose of investigating grievances, provided that approval of the Executive Director, which shall not be unreasonably refused, is first obtained and, provided further, that such visit shall not interfere with normal work activities.



2. The Union shall have the right to post notices relating to Union business at all work sites on bulletin board space to be arranged by mutual agreement between the parties.

Whenever any Employee in the bargaining unit is mutually scheduled to participate during working hours in grievance proceedings, conferences, or meetings, the Employee shall suffer no loss of regular base pay. It is the intent of the parties that these meetings shall ordinarily be scheduled during non-working hours.

3. Upon advance request, except when an unforeseen issue comes up, the Union shall be provided a maximum of thirty (30) minutes time prior to the end of all scheduled staff meetings at work sites or in programs to address those Employees who desire to attend. Should such time extend beyond normal work hours, the Employer shall not be required to pay the Employees for such time.
4. The Union will be provided with a charge account for the use of the photocopier at prevailing costs which shall be paid monthly.
5. One designated officer of the Union shall be entitled to a maximum of four (4) hours per week release time with pay for Union business.
6. Designated representatives of the Union shall have the right to meet informally with the Executive Director and discuss matters of mutual concern, which meetings shall not be considered negotiation sessions.
7. The Union shall be permitted to use The Arc premises for meetings provided that requests for the use of such premises shall be made to the Executive Director at least two (2) days in advance and further provided that the Union shall maintain liability insurance covering such use. The granting or denial of such use of The Arc premises shall be in the ungrievable discretion of the Executive Director. It is understood by the parties that the Union assumes responsibility for the care, clean-up and security of The Arc premises used for Union meetings in accordance with this provision.
8.
  - a. The Employer will send to the Union a copy of the bargaining unit employee Personnel Action Form upon hire. The Employer will inform the Union when a bargaining unit employee is promoted or terminated.
  - b. It is understood by the parties that this paragraph, with the exception of salary, applies also to temporary Employees, in which case the letter will name the Employee who is being replaced by the temporary Employee and the estimated time of employment, if available.
9. The Employer shall furnish a seniority list including name, job title, work location, address, and phone number to the Union upon request.

## **Article 8.**

### **EMPLOYEE RIGHTS**

1. Whenever any Employee reasonably believes that disciplinary action may result from an investigatory interview, he/she shall be entitled to the presence of an available Union representative during such interview, upon request. The Employee will be given reasonable advance notice in order to obtain such Union representation.

The Employer shall have the right to establish the date, time and location of the conference, and the Employee shall be required to attend. If the Employee's preferred representative is not available at the time or location of the interview designated by the Employer, the Employer may proceed with the conference as originally scheduled and the Employee may arrange for an alternative Union representative to be present.

2. An Employee required by the Employer to attend an investigatory interview during the Employee's non-working hours shall be paid for those hours.
3. No Employee shall be arbitrarily disciplined in the presence of persons served, parents, fellow Employees, or the public. Conferences which involve criticism of an individual Employee's job performance shall take place in private. An Employee's criticism of his/her supervisors shall take place in private. The Employer agrees bargaining unit members will not be subjected to abusive treatment.
4. An Employee's immediate supervisor shall be clearly identified.
5. The Employer shall give all new Employees a copy of the collective bargaining contract.

## **Article 9.**

### **GRIEVANCE PROCEDURE**

#### **A. General Provisions**

1. Definitions:
  - a. A grievance shall mean a complaint that there has been a violation, misinterpretation or misapplication of this Agreement.
  - b. A grievant shall mean an Employee, a group of Employees, or the Union.
2. The purpose of this procedure is to secure, through an orderly process, rapid resolution of grievances at the lowest possible level. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties and their designated representatives. The time limits contained herein must be observed but may be extended by written agreement of the parties.
3. There shall be no reprisal against any member of the bargaining unit by virtue of his/her participation or lack thereof in any grievance.
4. Failure at any step of this procedure to communicate a decision within the specified time limit shall permit the grievant to proceed immediately to the next step. Failure to

appeal to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Failure to file a grievance within twenty (20) working days of its occurrence shall be deemed a waiver thereof.

5. Any Employee required to participate during working hours in any grievance proceeding shall do so with no loss of pay and shall be provided with substitute coverage when appropriate.
6. Upon agreement by the parties, the Federation may submit a grievance directly to the Executive Director within twenty (20) working days of the event giving rise to the grievance. The processing of such grievance shall from that point forward comply with the contractual limits set forth herein.

#### B. Grievance Procedure

**Step 1.** An Employee having a grievance shall first discuss it informally with his/her immediate supervisor. Such discussion shall be requested by the Employee within twenty (20) working days of the occurrence of the grievance. Such discussion shall occur within ten (10) working days of the filing of the grievance.

**Step 2.** If within ten (10) working days after the informal discussion the grievance is not resolved, the grievance shall be submitted to the Executive Director in writing. He/she shall respond in writing within ten (10) working days.

**Step 3.** If within ten (10) working days of its submission to the Executive Director the grievance is not resolved, the grievance may be submitted to the Board of Directors within ten (10) working days. The Board shall have twenty (20) working days to respond in writing.

**Step 4.** Within ten (10) working days after receipt of the Board's written response, the Union may appeal the grievance to arbitration by notifying the Employer in writing. Such notification shall specify the specific contract provision(s) allegedly violated. Both parties shall have ten (10) working days to attempt to mutually agree on a designated arbitrator. If there is no agreement on a designated arbitrator within that time limit, the Union shall, within ten (10) working days thereafter, request the New Jersey State Board of Mediation to submit a list of arbitrators in accordance with its rules and practice. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

**Article 10.**  
**EMPLOYEE DUTIES AND RESPONSIBILITIES**

1. No Employee shall be required to volunteer personal time for Employer related activities.
2. Employees may be required to work overtime upon request by a supervisor, provided the Employer first seeks volunteers who are qualified to perform the work from among the Employees present at the work site. If, in a day program, an Employee is required to work overtime and a supervisor is present on site, the supervisor will remain on site until the Employee is released if the Employee so requests. Recognizing the personal inconvenience of such overtime, the Employer shall, where practicable, make efforts to solicit qualified volunteers on an Employer-wide basis. In cases of non-person served supervision involving overtime, every consideration shall be given to the personal needs of the Employee directed to work overtime consistent with the necessity of performing the work.
3. For non-supervisory Employees, additional work time will be compensated with pay. The rate of compensation will be the regular rate of pay up to forty (40) hours per week. For work done over forty (40) hours per week, the rate of compensation will be one and one-half (1 ½) times the regular rate of pay.
4. Time during which an Employee is excused from work because of vacation, holidays, personal leave, paid sick leave, or other paid leave shall be considered as time worked for the purpose of computing overtime.
5. Employees shall record all time worked by the end of each pay period for approval by their immediate supervisor. Corrections reported after the deadline require verification by the immediate supervisor and will be paid in the pay period after the correction was submitted and approved.
6. Both parties agree to establish a joint Labor-Management Committee to discuss residential scheduling matters and make recommendations to the Employer. The recommendations and the Employer's decisions with respect to the recommendations shall not be subject to the grievance procedure.
7. It is understood by the parties that working schedules for residential personnel are subject to change to accommodate residential activities and other staff schedules; however, such working schedules shall be developed in consultation with the Employees and will be posted one week in advance. The final work schedule shall be determined by the Employer.
8. Employees shall give at least two weeks written notice of resignation from employment. No vacation time may be utilized during this notice period.

**Article 11.**  
**PROFESSIONAL COVERAGE**

1. The Employer shall, at its discretion, locate and provide a substitute for any absent Employee.
2.
  - a. All Employees shall notify a designated supervisor not later than two (2) hours before the Employee's starting time in the event of an unforeseen absence or illness, except in the event of a personal emergency, in which case notice shall be provided as soon as possible and no later than the Employee's scheduled reporting time.
  - b. All Employees working any shift beginning between 9:59 p.m. and 12:01 a.m. shall notify a designated supervisor not later than four (4) hours before the Employee's starting time in the event of an unforeseen absence or illness, except in the event of personal emergency, in which case notice shall be provided as soon as possible and no later than the Employee's scheduled reporting time.
3. The Employer and Union recognize the obligation on the part of the Employer to determine and provide for the appropriate supervision of persons served. The parties recognize that the Employer's ability to provide this appropriate supervision is subject to a number of factors beyond its control, such as: the advance notice provided by absent Employees, the availability of substitutes, the weather, the time of the year, the nature of the work to be performed, the staffing patterns within the program and in other programs, the number of persons served in attendance, and the availability of supervisory help. The Employer will develop and maintain lists of substitutes for positions involving person served supervisory responsibilities.
4. With respect to the Work Opportunity Center only, in the event that an Employee having person served supervisory responsibility is absent and at least two (2) hours' notice has been given, the Employer will fulfill its obligation to determine and provide for adequate supervision as follows:
  - a. The Employer will attempt to reassign the trainees consistent with ratios, rules, and regulations mandated by the funding source or its successor.
  - b. If (a) is not successful, the Employer will attempt to assign another qualified Employee from the Work Opportunity Center.
  - c. If (b) is not successful, the Employer will obtain a substitute.
  - d. If (c) is not successful, the Employer will assign a supervisor from the program.
  - e. If (d) is not successful, the Employer may assign an Employee from another program on a temporary basis and at no loss of pay, provided that state mandated ratios, rules, and regulations are maintained in both affected programs.

5. a. When scheduling the use of earned or accumulated time off to which an Employee is contractually entitled, the Employee shall not be responsible for obtaining his/her own substitute. In other circumstances, it is understood that bargaining unit members may, as part of their assigned responsibilities, be required to obtain substitutes.
- b. The substitute list for each work site shall be posted at the work site.

## **Article 12. PROFESSIONAL OBJECTIVES**

1. The Employer expresses its firm commitment to workloads and staff to person served ratios at or as near present or existing levels as practicable given the special needs of the served population.
2. If not satisfied with workloads or ratios, the Employee can file an appeal to the Executive Director. The decision of the Executive Director shall be final and not subject to the Grievance Procedure.

## **Article 13. MANAGEMENT RIGHTS**

Except as otherwise provided herein, the management and the direction of the working forces are vested exclusively with the Employer. The Employer retains the sole right to hire, discipline, discharge, layoff, promote and subcontract; to promulgate rules and regulations; to assign duties to the work force; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer Employees to other duties as needs may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

## **Article 14. EVALUATIONS**

1. Each Employee shall be formally evaluated by his/her immediate supervisor at least once a year.
2. A blank copy of the evaluation form shall be sent to the union.
3. The Employee will be provided with a copy of his/her written evaluation one working day before it is to be discussed with the evaluator and may submit a written rebuttal which shall be attached to the evaluation.
4. Said performance evaluation will be given to new Employees at least four (4) weeks prior to the end of their probationary period.
5. No adverse formal or informal evaluation shall arise from the lack or inadequacy of equipment, facilities or supplies where such lack or inadequacy existed by reason of the Employer's decision.

6. If not satisfied within ten (10) working days of receipt of evaluation, the Employee can file an appeal to the Executive Director. The decision of the Executive Director shall be final and not subject to the Grievance Procedure.
7. All evaluations shall be based entirely upon job performance. All adverse evaluations shall be based entirely upon verifiable job performance.
8. The Employee's signature on the evaluation only acknowledges that the Employee has read and discussed the evaluation with the evaluator.

### **Article 15. PERSONNEL FILE**

1. The Employer shall maintain a single personnel file for each Employee.
2. The personnel file for each Employee shall at least contain evaluation reports and rebuttals/materials submitted by the Employee.
3. Each Employee shall have the right to examine his or her personnel file and to make copies of the materials in the file. The Employee may authorize a Union Representative to be present, to examine the file on his or her behalf and/or to make copies of materials in the file. Such authorization will be in writing.
4. Any Employee shall have the right to respond in writing to any material in his/her personnel file, such response to be included in the file.
5. After 24 months of compliant performance as outlined in the Final Written Warning, an employee will no longer be subject to the terms of the Final Written Warning and all related documents shall be sealed in the employee's employment record.

### **Article 16. DISCIPLINE AND DISCHARGE**

1. Bargaining unit members may not be disciplined or terminated without just cause. Discipline shall be determined on a case-by-case basis taking into account the nature of the offense, the number of previous offenses, the length of service and the general employment record of the bargaining unit member.
2. Should routine, corrective action be necessary, management will follow the below progressive disciplinary process:
  - Step One: Documented Verbal Warning
  - Step Two: Written Warning
  - Step Three: Final Written Warning
  - Step Four: Termination
3. Should any employee receive a Final Written Warning and continue to be non-compliant with the agreement, or related agency and/or state policy, anything to the contrary notwithstanding, the employer shall have the right to release the staff member from employment.

4. At any point in the disciplinary process, the employee shall have the right to respond to the disciplinary action within 20 days of the written notice. The employer may repeat or skip steps in the progressive discipline process depending upon the nature and severity of employee performance, non-compliance or misconduct.
5. Discipline and discharge are subject to just cause and the grievance procedure as outlined in Article 9b of the collective bargaining agreement.
6. Prior to being placed in the personnel file, bargaining unit members shall receive a copy of any disciplinary notice or memo. Upon request of the bargaining unit member, a copy of any and all disciplinary notices or memos shall be provided to the Federation representative.
7. After 24 months of compliant performance as outlined in the Final Written Warning, an employee will no longer be subject to the terms of the Final Written Warning and all related documents shall be sealed in the employee's employment record.
8. If as a result of an investigation, a bargaining unit member who had been placed on suspension without pay was determined to be inappropriately disciplined, the bargaining unit member's pay shall be restored along with any and all accrued benefits.

#### **Article 17. JOB DESCRIPTIONS**

1. An Employer-Employee Bargaining Unit Job Description Committee shall be appointed, three (3) members by the Union and (3) members by the Employer. This Committee shall have input concerning bargaining unit job descriptions to be issued or revised during the life of the Agreement.
2. New Employees shall be given job descriptions upon date of hire. Such job descriptions shall be consistent with this Agreement.
3. Duties inconsistent with an Employee's job description shall not normally be assigned.

#### **Article 18. PROBATIONARY PERIOD**

1. Newly hired Employees shall be considered probationary for a period of four (4) months from their date of employment. For example, an employee hired on July 15 will be in his/her probationary period through November 14. Under special circumstances and with the prior agreement of the Union, the probationary period of an Employee may be extended sixty (60) days to equal six (6) months in total.
2. Reasonable efforts shall be made to inform probationary Employees of shortcomings which may result in non-renewal or termination at the end of the probationary period (for the purpose of affording an opportunity to improve performance).
3. At any time during or at the end of the probationary period, the Employer may discharge a probationary employee. No reason for discharge need be stated by the Employer.
4. A probationary Employee shall have the right to grieve to arbitration a complaint that he/she has been deprived of the procedural rights afforded him/her in this Agreement



which are:

- a. that the Employee shall be formally evaluated at least four (4) weeks prior to the end of the probationary period;
- b. that reasonable efforts shall be made to inform the Employee of shortcomings which may result in non-renewal or termination at the end of the probationary period;
- c. that the Employee will be provided with a copy of his/her written evaluation and may submit a written rebuttal which shall be attached to the evaluation

Otherwise, the discharge, non-renewal or termination of a probationary Employee shall not be subject to the grievance and arbitration provisions of this Agreement.

5. Upon successful completion of the probationary period, an Employee will have his or her seniority retroactively measured to his/her first day of actual work.
6. A temporary Employee made regular shall be deemed to have commenced his or her probationary period as of the date of initial hire as a temporary Employee.

#### **Article 19. SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to the other persons or circumstances, shall not be affected thereby.

#### **Article 20. NO STRIKE - NO LOCKOUT**

1. The Union agrees there shall be no strike, no slow down, sick out or other similar concerted action, to withhold an Employee's or group of Employees' services from the Employer. There shall also be no individual action, the purpose of which is to induce any Employee to engage in the activities prohibited above.
2. The Union agrees that it will immediately take all necessary steps to terminate any strikes or other activities as noted above, and that the Union will publicly disavow such activities.
3. The Employer agrees that there will be no lock out of Employees or the Union.

#### **Article 21. MUTUAL OBLIGATION - COMPLETE SETTLEMENT**

1. The parties agree that this Agreement shall be binding upon them and their respective successors and assigns, and that they will faithfully comply with its provisions.
2. This Agreement contains the full understanding between the parties and cannot be modified except by written agreement between the parties.

**Article 22.**  
**NO REPRISAL AGREEMENT**

The parties agree that neither shall discriminate against, nor engage in, any reprisals against any person or party related to this dispute by reason of these negotiations leading to this Agreement, for the life of this Agreement.

**Article 23.**  
**SENIORITY**

1. Bargaining unit seniority shall be defined as the length of continuous service in a bargaining unit position from the Employee's date of hire. Job title seniority is defined as the length of time an Employee has been continuously employed in a specific bargaining unit job title since the date of entry in the job title. An Employee does not earn seniority while on layoff or while on an unpaid leave of absence, except where specifically required by law, but upon return from leave or layoff shall be credited with the seniority he/she had immediately prior to the date the leave or layoff commenced.
2. Seniority shall not accrue during an unpaid leave of absence, a layoff or unauthorized absence, but does accrue while the Employee is working or on paid time off. Seniority may also accrue during military leaves in accordance with applicable Federal law.
3. For purposes of layoff and recall, part-time Employees (i.e., those working twenty (20) or more but less than thirty-five (35) hours per week) accrue seniority on a pro- rata basis, which shall be computed by the hours they are regularly scheduled to work.
4. An Employee promoted out of the bargaining unit who subsequently returns to a bargaining unit position shall have his/her former seniority restored as it was prior to the first day of the promotion.
5. An Employee's seniority shall be lost when the Employee:
  - a. Terminates voluntarily.
  - b. Is discharged for cause.
  - c. Violates the conditions of an approved leave of absence.
  - d. Is laid off for a period of more than two (2) years.
  - e. Fails to respond to an Employer notice of recall, in accordance with paragraph 6 below.
  - f. Fails to return for re-employment within the statutory period after separation from military service.
6. Recognizing that the Employer has the right to establish the number of Employees working in each department, location and job title, the Employer also has the right to modify those numbers and in so doing may layoff Employees as it deems appropriate. Job title seniority shall prevail as the method by which layoffs shall occur.

7. All Employees shall have recall rights for twenty-four (24) months for any position within their salary guide for which they are qualified.
8. Employees laid off under the provisions of this Agreement shall be notified at least ten (10) working days prior to the filling of any position on their salary guide for which they are qualified. Such offer shall be by certified mail at their last known address with a copy to the Union. The Employee must respond within five (5) working days of receipt of said offer and must report to work no later than ten (10) working days after the response. Otherwise, the Employer shall have the right to advertise for and fill such position(s).
9. The Employee shall forfeit his/her recall rights by turning down or by not responding to the offer sent within the five (5) days specified. No such offer shall be sent for vacancies in residential programs. An Employee who fails to apply for a vacancy in a residential program for which he/she is qualified shall not forfeit his/her recall rights.
10. Employees who have voluntarily resigned and who return to employment with The Arc of Monmouth, Inc., within one year will have their seniority restored (not including the period during which they did not work for The Arc of Monmouth, Inc.) for the purpose of calculating paid time off benefits. The returning employee's wages shall be equal to or greater than at the time of voluntary resignation.

#### **Article 24. TRANSFER**

The Employer shall have the right to transfer Employees within the bargaining unit on either a temporary or permanent basis as needs may require. Employees may not refuse such transfers made by the Employer.

When more than one Bargaining Unit Employee is qualified for a transfer for the purpose of filling a vacancy within the bargaining unit, the Employer shall consider volunteers from among those qualified Employees. In the event that no Employee volunteers, and an involuntary transfer is necessary, inverse seniority shall be the determining criteria among qualified Employees. Such involuntary transfer shall not result in any loss of salary.

#### **Article 25. CLOSINGS**

An Employee shall be provided telephone notice of the closing of his/her program or facility, by reason of lack of work, inclement weather or for any other reason at least one and one half (1 ½) hours before the Employee is required to report to work.

The Union and the Employer shall cooperate to develop a telephone "tree" to assist in providing such notice to affected Employees.

Bargaining unit members shall not be required to shovel snow.

**Article 26.**  
**JURY DUTY**

An Employee called to jury duty will be granted leave for that purpose. The Employee will be paid for jury duty leave not to exceed 2 weeks. Employees must present evidence of the dates that they have attended jury duty and must return to work immediately upon release from jury duty. The Employee will return to the Employer any remuneration, except for \$10 per day that the Employee may retain, received for days four through ten of any jury duty.

**Article 27.**  
**MILITARY LEAVE**

Employees shall be granted military leave in accordance with the requirements of State and Federal statutes.

In the event of an officially declared state or federal emergency, Employees belonging to an organization called to service for such emergency shall be entitled to utilize available vacation, personal days, and holiday alternates in accordance with the applicable Union contract provisions. In the event that such benefit time is not available or the Employee chooses not to utilize it, the Employee may apply for unpaid leave under the applicable Union contract provisions.

**Article 28.**  
**SABBATICAL LEAVE**

Employees who have been employed by the Employer for at least seven (7) years may apply for Sabbatical Leave in writing to the Executive Director. The following provisions shall apply:

1. The Employee may, upon recommendation of his/her immediate supervisor, be granted a leave of absence of one-half year or one full year for the purpose of professional improvement through study and/or travel.
2. In the event that a scholarship stipend is a part of the sabbatical arrangement, the total cash remuneration (stipend) plus sabbatical salary of the Employee for the year in which the sabbatical is granted shall not exceed the Employee's yearly salary.
3. For a full-year sabbatical, the Employee shall receive from the Employer fifty (50%) percent of his/her salary. For one-half year's sabbatical, the Employee shall receive from the Employer fifty (50%) percent of one-half year's salary. From this compensation the Employer will cause to be deducted all regular deductions as required by law.
4. The request for sabbatical leave must be made five months before the commencement of the leave.
5. The grant or denial of sabbatical leave shall be in the ungrievable discretion of the Employer.
6. Health and insurance benefits shall continue, provided that the Employee on sabbatical is not covered by another policy. Paid leave allowances (vacation, sick, personal) shall not accrue.

**Article 29.**  
**BEREAVEMENT LEAVE**

1. In the event of the death of immediate family members of full-time employees, department directors may approve up to four (4) bereavement leave days with pay. "Immediate family" includes parent, sibling, spouse, civil union partner, domestic partner, children, children's parent, parent-in-law, Employee's or Employee's spouse's grandparent or grandchildren.
2. Requests for bereavement leave must be made by the employee in writing and should be made, in advance, whenever possible. Documentation in the form of a published or online obituary, death certificate, or note from the funeral director must be provided to the immediate supervisor and/or Human Resources within 10 business days of the request.
3. Payment for bereavement leave is computed at the regular hourly rate up to a maximum of 8 hours per day. Part-time, regular employees receive bereavement leave pay in proportion to the number of hours per day that they are normally scheduled to work.
4. The employee may request to use earned personal or vacation time for additional bereavement leave which may be granted at his/her immediate supervisor's discretion.

**Article 30.**  
**PROFESSIONAL LEAVE**

1. Any Employee may apply for professional leave for the purpose of attending schools, workshops, meetings or conferences.
2. The Employee shall apply to his/her immediate supervisor and in the event he/she is not satisfied may further apply to Human Resources.
3. The grant or denial of any such leave shall remain in the ungrievable discretion of the Employer.

**Article 31.**  
**STATUTORY FAMILY AND MEDICAL LEAVES**

1. The Employer will implement the provisions of the State and Federal Family Leave Acts. Approval shall be granted for requested leave in accordance with applicable laws and interpretative regulations. Leaves taken under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act shall be subject to all provisions of those laws.
2. Employees may take up to twelve (12) weeks of consecutive, intermittent or reduced leave in any 12-month period for qualifying events as provided under the applicable law. The 12-month period shall be defined as a rolling 12-month period measured backward from the date an Employee uses any FMLA leave. The Employer will not designate paid leave of five (5) days or less as FMLA leave. The Employer may designate any unpaid leave or any paid leave in excess of five (5) days as FMLA leave, provided the leave is for a reason covered by the FMLA. The use of paid benefit time will not serve to extend the length of the leave of absence or FMLA leave.

3. Employees taking leave under The Federal Family and Medical Leave Act shall receive up to twelve (12) weeks of paid health insurance benefits, provided that the Employee pays his or her contribution to the cost of the coverage.
4. Employees requesting leave must comply with the minimum notice requirements and procedures specified under the applicable law. An Employee shall ordinarily provide thirty (30) days written notice of intent to take such leave to Human Resources, when the leave is "foreseeable". In the event of an emergency, notice shall be provided as soon as possible. Human Resources shall respond within ten (10) working days, or as soon as possible in an emergency situation. The application shall be in writing and include the reason for the leave and give specific dates of commencement and termination.
5. If the leave is for illness, injury or the serious health condition of the Employee or a relative covered by the law, the Employer will require the Employee to submit a physician's note verifying the illness or injury, the length of the leave required and, when applicable, proof of the relationship of the individual to the Employee.
6.
  - a. The Employer may require, at its discretion, periodic medical certification of continued need for an Employee using leave because of serious illness of the Employee or the family member. The Employer may also require periodic verification of the Employee's intent to return to work upon the expiration of the leave. A fitness for duty certificate may be required of the Employee returning to work from medical leave under this provision and applicable laws/regulations.
  - b. The Employer will not condition the granting of contractual sick leave on the Employee's submission of an FMLA medical certification. However, the Employer has the right to require an FMLA medical certification and designate leave as FMLA leave in the event of unpaid leave or paid leave which exceeds five (5) days, provided the leave is for a reason covered by the FMLA. In addition, the Employer has the right to require medical certification when there has been a pattern of absenteeism, abuse or if necessary to protect health and safety in the workplace.
7. The Employer may transfer an Employee taking intermittent or reduced leave to an alternative bargaining unit position which better accommodates the recurring leave, with equivalent pay and benefits.
8. Employees shall be entitled to use earned vacation or personal days at the onset of their Family and Medical Leave, at their discretion. Such paid time shall be considered to be part of the overall leave of absence and shall not serve to extend the leave of absence.
9. Paid leave allowances (vacation, sick, personal, holidays, bereavement, etc.) shall not accrue or be available for Employees to take except as specifically provided for under this agreement or under applicable law during any unpaid Family and Medical Leave.
10. Upon return from a leave as provided in this Article, an Employee shall return to his/her previous position or an equivalent position with the same pay and benefits as required by law.

11. After leaves provided by Federal or State Law as specified in this article are exhausted, an Employee may apply for an unpaid leave of absence under the provisions of Article 34 and Article 35 all the provisions of which shall apply.
12. Guidelines will be developed by the Employer and reviewed by the parties as needed. A copy of such guidelines and subsequent revisions shall be provided to the Union and shall be available upon request to Employees.
13. It is specifically recognized that the Federal and the New Jersey Family Leave Laws are not identical in their coverage and nothing in this agreement referring to rights, privileges and benefits granted under one law shall be interpreted as granting any right, privilege or benefit under the other law.

### **Article 32. MATERNITY LEAVE/PATERNITY LEAVE**

1. The applicable provisions governing maternity and paternity leaves specified herein shall apply in cases of birth and adoption, and placement for foster care.
2. Notification of intention to take maternity/paternity leave shall be given to Human Resources not later than the end of the fourth month of pregnancy. Human Resources shall acknowledge receipt of the notification within ten (10) days.
3. Except for reasons of health and safety or inability to perform the job, a pregnant Employee shall be permitted to work provided the attending physician approves and advises the Employer in writing. A pregnant Employee shall also be granted earned and accumulated sick leave during the time immediately prior to the due date and/or for six (6) weeks immediately after the actual date of birth to supplement the difference between an Employee's short-term disability and the Employee's full pay. Additional time shall be granted beyond the six (6) week period upon presentation of a doctor's certificate setting forth the necessity thereof, up to the Employee's maximum entitlement.
4. Twelve (12) month full-time Employees working thirty-five (35) hours or more per week covered by this Article will be granted a maternity/paternity leave of absence without pay for a period not to exceed one (1) year upon written request. These Employees will state prior to the commencement of their leave when they plan to return. An Employee on such leave may return to work at any time prior to the expiration of such leave, provided that at least thirty (30) days written notice of intent to return shall be given to Human Resources.
5. If the maternity/paternity leave request is also covered by the Federal Family and Medical Leave Act or the New Jersey Family Leave Act and the Employee satisfies the requirements set out by the applicable law, he or she will be entitled to a maximum of twelve (12) weeks leave in any 12 month period measured from the date the Employee began a Family and Medical Leave, and such benefits as are provided by these laws. All other provisions of Article 31 (Statutory Family and Medical Leave) will apply. Such Family and Medical Leave shall not extend the length of the Maternity /Paternity Leave beyond the limits specified in 32-4.

**Article 33.**  
**PAID FAMILY LEAVE**

The Employer will comply with the provisions of the New Jersey Paid Family Leave Law. Employees approved for Paid Family Leave will be required to exhaust the Paid Family Leave benefits concurrent with leaves under the FMLA and/or the New Jersey Family Leave Act, in situations in which the Paid Family Leave also qualifies under one of these acts. Employees eligible to receive Paid Family Leave benefits may elect to use 10 vacation days and/or personal days available to them at the start of a Paid Family Leave, or however many such days as they have available.

Guidelines for Paid Family Leave, in accordance with the applicable law and regulations, will be developed by the Employer and provided to the Union and shall be available upon request to Employees.

**Article 34.**  
**OTHER UNPAID LEAVES OF ABSENCE**

1. Any Employee after one year of employment, may apply for an unpaid leave of absence of up to one (1) year for the purpose of childcare, personal illness or for any other personal reason or at expiration of the family and/or medical leave as specified in Article 31.

The application for such leave shall state the purpose thereof and shall set forth specific dates of commencement and termination. Where appropriate, the Employer may require the Employee to submit medical certification.

2. The Employee shall submit such application to Human Resources no later than fifteen (15) working days prior to the commencement of the leave, except in the event of personal emergency, in which case the application may be submitted on less notice. Human Resources shall reply within ten (10) working days of receipt of the request or as soon as possible in an emergency situation.
3. In the event the Employee is not satisfied with the determination of Human Resources, he/she may further appeal to the Executive Director and shall have the right to present his/her case, accompanied by a representative of his/her choice.
4. The determination of the Executive Director shall not be subject to the Grievance Procedure.
5. Employer paid health and insurance benefits will be terminated automatically for any Employee who goes on leave without pay under this Article, except as specified elsewhere in this Agreement, unless the Employee makes arrangements to pay for such coverage directly. The Employer shall notify the Employee sufficiently in advance to allow the Employee to make such arrangements.



6. Employees on approved leave will be expected to return to work upon the termination date of their leave except as otherwise provided in this Agreement or applicable law. The Employee will be entitled to return to his/her previous position or a substantially equivalent position in pay and benefits as provided by this Agreement.
7. An Employee wishing to return to work early from a leave of absence under this article must request early return in writing at least thirty (30) days in advance. When the Employee seeks early return, the Employer shall make reasonable efforts to return the Employee to his/her previous position or a substantially equivalent position in pay and benefits as provided by this Agreement. Should such a position not be offered for the Employee's early return, the Employee may choose to return to work on the previously scheduled date.

Human Resources shall have the discretion to determine when said Employee may return to work. The decision of Human Resources may be appealed to the Executive Director. The determination of the Executive Director shall not be subject to the Grievance Procedure.

### **Article 35.**

#### **LEAVE OF ABSENCE/GENERAL PROVISIONS**

1. It is understood by the parties that the Employer shall have the right to utilize temporary Employees as replacements for Employees on any leave of absence provided for in this Agreement up to the full amount of the time that an Employee is actually on said leave.
2. Employees on approved leave will be expected to return to work upon the termination date of the leave. Two weeks prior to their return date the Employee will confirm in writing to the Employer their intentions to return to work. Failure to notify the Employer or return on the return date will be considered a voluntary quit from employment.
3. An Employee unable to return to work on their return date may apply in writing for an extension of such leave. The granting or denying of such extension shall be at the ungrievable discretion of the Employer.
4. Paid leave allowances (vacation, sick, personal days, bereavement, etc.) shall not accrue or be available for Employees to take except as otherwise specifically provided for under this Agreement or under applicable law during any unpaid leave of absence provided in this Agreement.
5. If an Employee is on an unpaid leave of absence for twelve (12) months or more he/she shall not be entitled to a step increase during that year.
6. Prior to return from any medical leave, the Employee will be required to provide medical authorization of his/her ability to perform his/her job.

### **Article 36.**

#### **EMPLOYEE EXPENSE, REIMBURSEMENT AND USE OF VEHICLES**

1. The Employer will reimburse Employees within a reasonable time upon filing of a voucher for the following pre-approved expenses incurred on behalf of the Employer:
  - a. The Employer will reimburse mileage incurred in connection with Employer business where the Employee's personal vehicle is utilized at the rate of 100% of the IRS rate in effect.
  - b. Tolls paid.
  - c. Necessary out-of-pocket expenses for conducting Employer related business or purchasing necessary supplies.
2.
  - a. Employees who use their own personal vehicles for transportation of persons served or for other employer related business activities at the direction of the Employer, shall be covered under the Employer's Excess Automobile Liability Insurance up to \$1,000,000. This coverage is "Excess" over the Employee's own personal automobile liability insurance. The Employee is included under this policy at no cost to the Employee. The Employee must provide evidence that he/she has a valid New Jersey Driver's license, and he/she maintains at least minimum automobile liability coverage for bodily injury and property damage as required in New Jersey. The Employer's Excess Automobile Liability Insurance Policy does not provide physical damage coverage for vehicles owned by Employees.
  - b. Employees shall receive written verification within five (5) days of their employment of their inclusion and amounts of coverage under the Employer's Excess Automobile Liability Insurance.
  - c. If while driving a personal vehicle to conduct Employer business, an Employee is involved in an accident in which no Summons is issued to the Employee, the Employer shall reimburse any claim for damage to the vehicle not covered by insurance up to \$500.00 upon evidence of loss and requirement for deductible.
  - d. If an Employee's personal vehicle is damaged by a person served while the Employee is driving to conduct business of the Employer, the Employee must report the incident to a supervisor within 24 hours either in person, by phone, by fax or by e-mail. The Employer will examine the damage to the vehicle. The Employer will determine a course of action to correct the damage.
3. It is understood that residential and job coach Employees may be required to use their private vehicles to transport persons served or to conduct business of the Employer. Except in emergent or unusual circumstances when no agency vehicle is available, all other Employees shall not be required to use their private vehicles for transportation of persons served. When transportation is part of, or related to, these Employees' normal duties, the Employee shall have the opportunity to use an available agency vehicle,

however, if no vehicle is available, the Employee shall transport the person served in his/her private vehicle.

4. When Employer business-related travel (non-person served transportation) is part of, or related to, an Employee's normal duties, the Employee may request the use of an agency vehicle. If no vehicle is available, the Employee shall use his/her personal vehicle and be reimbursed at the mileage rate provided in Article 36-1.a.
5. Employees required to drive vehicles owned by the Employer shall have the opportunity to become proficient at driving such vehicles before transporting persons served. All Employees driving vehicles owned by the Employer shall be insured while driving said vehicles in the scope of their employment.
6. In addition to the lift operation training provided during induction, employees required to operate a lift will receive interactive training from the Director of Transportation or their designee. No employee will be required to operate a van lift until both trainings have been received.

### **Article 37. HEALTH AND SAFETY**

1. The Employer shall maintain safe and healthy conditions at each work site as required by state and federal law.
2. In the event an Employee claims that a dangerous condition has been created, the building representative and the work site supervisor shall promptly confer to discuss the condition. In the event of disagreement as to the seriousness of the condition, the dispute may be submitted to an expedited procedure of grievance and arbitration as follows: The dispute shall be submitted to the Executive Director in writing and a written response provided within twenty-four (24) hours. If it is not resolved by then, it shall be submitted to expedited arbitration pursuant to rules of the New Jersey State Board of Mediation.
3. The parties shall appoint three (3) members to a Joint Labor-Management Safety Committee which shall meet from time to time as needed to discuss and prepare recommendations concerning physical facilities and their impact upon the safety and health of the Employees.
4. Employees who are directly exposed to blood products of known Hepatitis B carriers and who are, as determined by the Executive Director, at risk of contracting Hepatitis B, shall be provided the opportunity to receive the appropriate vaccination from a provider designated by the Employer at no cost to the Employee. The Employer shall post at all work sites information on the duration, effectiveness and possible precautions that may be required for Employees receiving the vaccine.

### **Article 38. FACILITIES AND SUPPLIES**

1. The Employer will provide professional custodial maintenance of all facilities. Custodial, janitorial, paper, and hygienic cleaning supplies will be provided.

2. a. Each Social Worker, Recreation Coordinator and each Employee responsible for an adult program or any other Employee providing supplemental services to persons served shall have adequate materials and supplies necessary to conduct the program. These Employees shall submit requests for such materials and supplies to their immediate supervisor as needed. In the event an Employee's request for materials or supplies is rejected or modified, then the Employee and immediate supervisor shall meet and confer to discuss the matter. Every reasonable effort shall be made to adjust the difference but the final determination of what supplies and materials are to be provided shall reside in the Employer. If disagreement with the content or amount of the order occurs, the parties shall make every effort to reach a reasonable agreement.
- b. In the event that class size or caseload of an Employee covered by this Article changes, the Employee has the right to submit a supplemental order for supplies.
3. Program paper supplies, i.e., paper napkins, towels, plates, cups, tissues, and cleaning materials will be provided. Coffee for staff and visitors will be provided.
4. Provision will be made at each The Arc facility to provide a secure place for Employees' personal belongings. The Employer shall not be responsible nor assume any liability for said belongings.
5. Employees shall have access to petty cash for necessary out of pocket expenses. Petty cash expenditures must be approved in advance by a designated supervisor except in the event of an emergency involving person served health or safety.
6. It is agreed by the parties that the Union desires that a staff lounge be provided at every work site. The Employer, on the other hand, believes that it does not have the facilities and funds to provide the desired lounges. Both parties agree to submit this question to the Joint Labor-Management Safety Committee established in Article 37-3 for discussion and the preparation of recommendations to be made to the Employer. The recommendations and the Employer's decisions with respect to the recommendations shall not be subject to the Grievance Procedure.

### **Article 39.**

#### **POSTING OF VACANCIES**

1. All Employees and the Union shall receive notification of all available positions, including supervisory positions. All such postings shall include a copy of the job description for the position. For positions covered by the collective bargaining agreement, the posting shall include reference to the applicable contractual salary guide and the hours and shift of the position. Such notices will be posted at each work site at least ten (10) working days prior to deadline of receipt of applications. Under special circumstances and with the prior approval of the Union, this requirement may be modified.
2. Employees shall have the right to apply and be interviewed for such positions before they are filled. Upon request, unsuccessful applicants for the posted position will be given feedback on why they were not selected. A prominent notice will be posted on the

3. work site bulletin boards advising Employees of their right to request feedback.
4. The Employer has the right, in its discretion, to select the person who fills the position.
5. Because of the volume of residential positions, a continuous notice shall be posted for assistant residence manager and relief manager positions. Management shall have the ability to fill these vacancies at any time.

**Article 40.**  
**TUITION REIMBURSEMENT**

1. The Employer shall make available the sum of \$12,500 per year for tuition reimbursement pursuant to the terms of this Agreement. The maximum amount reimbursable per Employee shall be \$2,000 per year.
2. The maximum tuition reimbursement per individual shall be seventy-five (75%) percent of the tuition cost exclusive of other charges up to twelve (12) credits per Employee per fiscal year. These credits must be earned in connection with work-related courses of instruction at a recognized institution of higher learning.
3. The following administrative regulations shall govern implementation of this provision:
  - a. Any Employee wishing to apply for tuition reimbursement should submit a letter of intent by May 1 to his/her supervisor and Human Resources outlining the courses, college and dates of attendance. The applicant should have an additional copy retained with an acknowledgement by the supervisor which is signed and dated. The semester cost must be included with the application.
  - b. In accordance with I.R.S. criteria, an applicant must indicate how the proposed graduate or undergraduate course(s) shall enable him/her to better perform his/her current job and describe the work-related benefit of the course(s).
  - c. If I.R.S. criteria are met, the tuition reimbursement shall be treated as a "working condition fringe benefit" in accordance with I.R.S. regulations and shall be excluded from an Employee's taxable income.
  - d. If, following approval, scheduling problems make it necessary for an Employee to change his/her proposed course(s), the Employee shall notify his/her supervisor and Human Resources as soon as possible. Such change shall not affect the Employee's eligibility for reimbursement.
4. To qualify for reimbursement, the Employee must complete the course and provide evidence of successful completion and proof of payment.
5. Courses must be regular credit courses in approved institutions of higher learning. In management's non-grievable discretion, Employees may be reimbursed as provided herein for the cost of non-credit courses related to their employment.

6. On June 30 of each year, Employees wishing to receive reimbursement shall present the approved acknowledgement, together with a paid receipt, to the Employer. If applications exceed the amount in the pool, reimbursement will be made on the basis of seniority.

**Article 41.**  
**DUTY-FREE LUNCH AND REST PERIODS**

1. An Employee shall, on each day that he or she works at least five (5) hours, enjoy a paid duty-free lunch period of thirty (30) minutes.
2. The provisions for the duty-free lunch shall not result in an expansion of the presently scheduled work day or a diminution of pay.
3. In addition to the foregoing, all Employees shall enjoy a ten (10) minute rest period during the first half and a ten (10) minute rest period during the second half of the scheduled work day.
4. In programs where adequate supervision of persons served must be maintained, it is understood that Employees may be required to remain on the premises during lunch and rest periods.

**Article 42.**  
**VACATIONS**

1. For all twelve (12) month Employees hired prior to November 13, 2013, the following vacation benefit shall apply:
  - a. During the first year of employment commencing from the date of hire, the Employee shall be permitted one (1) day of vacation with pay for each complete month of service, not to exceed five (5) days.
  - b. During the second and third years of employment (measured from each anniversary date), vacation leave with pay shall be earned at a rate of one day per month not to exceed ten (10) days per annum.
  - c. During the fourth and fifth years of employment (measured from each anniversary date), vacation leave shall be ten (10) days per annum with pay; and
  - d. During the sixth through the tenth year of employment (measured from each anniversary date), vacation leave shall be seventeen (17) days per annum with pay; and
  - e. After the tenth year of employment (measured from each anniversary date), vacation leave will be twenty-two (22) days per annum with pay.

For all twelve (12) month Employees hired on or after November 13, 2013, the following vacation benefit shall apply:

- a. During the first year of employment commencing from the date of hire, the Employee shall be entitled to use vacation after their four-month probationary period is satisfactorily completed. Should the employee require additional improvement in performance, their probationary period may be extended by two months to equal six months in total. They may not use their earned vacation time until they have satisfactorily completed all months of their probationary period. The employee shall be permitted one (1) day of vacation with pay for each complete month of service, not to exceed five (5) days.
  - b. During the second and third years of employment (measured from each anniversary date), vacation leave with pay shall be earned at a rate of one day per month not to exceed ten (10) days per annum.
  - c. During the fourth and fifth years of employment (measured from each anniversary date), vacation leave shall be ten (10) days per annum with pay; and
  - d. During the sixth through the tenth year of employment (measured from each anniversary date), vacation leave shall be fifteen (15) days per annum with pay; and
  - e. After the tenth year of employment (measured from each anniversary date), vacation leave will be twenty (20) days per annum with pay.
2. Vacations will not be cumulative beyond the end of each year of employment, except up to a maximum of ten (10) days which will be carried over automatically to the next year of employment.
  3. Holiday within a vacation period: A holiday observed within a vacation period will not be considered as vacation time.
  4. Termination of employment: Vacation pay will be granted to terminating Employees who have not taken the vacations to which they are otherwise eligible. Any vacation pay at termination will be computed based on the individual's current total compensation.
  5. The computation of vacation pay for part-time Employees who are covered by this Agreement and who work between twenty (20) and less than thirty-five (35) hours per week shall be as follows:
    - a. For those working five (5) days per week, vacation days will be computed on the number of hours generally worked by the particular Employee per day;
    - b. For those working less than five (5) days per week, vacation days will be computed on a pro-rated basis in proportion to the normal work week.

6. The Employer may curtail any of its work activities and in so doing may require Employees to utilize available vacation time during those curtailments. When this occurs, the Employer shall first consider volunteers from among the Employees by title. In the event an insufficient number of Employees volunteer and involuntary vacations are necessary, inverse seniority, by title, shall be the determining criterion; provided, however, that if an Employee is selected to take vacation, as above set forth, and does not wish to take the time off as "vacation," said Employee may take other days off which may have been accrued pursuant to this Agreement; i.e., personal days, but not sick days. During such curtailments, all fringe benefits including seniority shall continue to accrue. Employees and the Union shall be given reasonable notice but no less notice of a "slow down" than the notice given to customers of the Work Opportunity Center or consumers and/or their families at that location.
7. Under no circumstances will an Employee be permitted to take vacation during his/her first year of employment until he/she has earned the vacation days and satisfactorily completed his/her probationary period as outlined in Article 42a..
8. All Employees who would otherwise be entitled to a vacation as more fully set forth in this Article may, during their second and third years of employment, have unearned vacation days advanced to them by the Employer provided, however, that in the event the Employee leaves the employment of the Employer for any reason prior to earning said vacation days, the Employee shall repay to the Employer, either directly or by offsetting from the Employee's final paycheck, an amount equal to the unearned vacation days taken by the Employee.
9. After the third year of employment, if any Employee leaves their employment during the first six (6) months following their anniversary date or goes out on a leave of absence that extends beyond six months, the Employee shall repay to the Employer, either directly or offsetting from the Employee's paycheck, any vacation days utilized in excess of one-half (1/2) the annual vacation entitlement.
10. The Employer will process vacation requests within two (2) weeks of receipt by the supervisor.

### **Article 43.** **SICK LEAVE**

1. Employees hired prior to November 13, 2013 shall earn sick leave at the rate of one (1) day per month for each of the first five (5) years of employment. Upon completion of five (5) years of employment, Employees shall earn sick leave at the rate of one and one-quarter (1.25) days per month.

Employees hired on or after November 13, 2013 shall earn sick leave at the rate of one day per month up to a maximum of nine (9) days per year during the first year of employment (measured from anniversary date). During the second through sixth year of employment (measured from anniversary date), such Employees shall earn sick leave at the rate of one day per month. After the sixth year of employment such Employees shall earn sick leave at the rate of one day and one quarter (1.25) days per month per month.



2. For part-time Employees who are covered by this Agreement working between twenty (20) and less than thirty-five (35) hours per week, a sick day will be defined as follows:
  - a. For those working five days per week, a sick day will be computed based upon the number of hours generally worked on a given day.
  - b. For those working less than five days per week, a sick day will be computed based upon a pro-rated basis in proportion to the normal work week.
3. A residential Employee may generally work an irregular number of hours on a given work day. The current practice of defining a work day as an eight (8) hour day when earning sick (as well as personal and vacation) days will continue. Sick time taken will be recorded according to the scheduled number of hours that the Employee was unable to work due to illness.
4. All Employees shall have the right to accumulate up to one hundred forty (140) days of unused sick time.
5. Sick days may be used in the event of illness of a close family member.
6. An Employee with between ten (10) and less than twenty (20) years or more of service shall be compensated for unused sick leave at their last rate of pay up to a maximum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars. An Employee with twenty (20) years or more of service shall be compensated for unused sick leave at their last rate of pay up to a maximum of Two Thousand and 00/100 (\$2,000) Dollars. An Employee with twenty (20) years or more of service who retires shall be compensated for unused sick leave at their last rate of pay up to a maximum of Two Thousand Five Hundred and 00/100 (\$2,500) Dollars. Employees terminated for cause will not be eligible for the above sick leave payout provisions.
7. For an Employee working a full day, a partial sick day will be granted to attend a doctor's appointment provided:
  - a. That there be reasonable notice, but not less than twenty-four (24) hour notice, to the supervisor directly responsible for the Employee.
  - b. That the Employee inform the supervisor of the doctor's name, place of appointment, and the time of the appointment.
  - c. That the minimum amount of time to be charged to sick days will be one-half day. However, regardless of the number of hours charged against the Employee's sick leave, the Employee will not be paid in excess of their scheduled number of hours that day, and the partial day's absence will not cause the Employee's work week to exceed the Employee's scheduled number of hours that week.
8. It is understood that if a person becomes ill at work or is called away because of the illness of a family member and can no longer perform their duties, that the person would be allowed to leave. The actual time the person was away from work would be the time charged to sick time, but in any event would never be less than half a sick day.

9. The parties agree to waive compliance with the New Jersey Earned Sick Leave Law.
10. If an employee is out of work for 3 days or more due to illness, he/she must submit a doctor's note to Human Resources before he/she will be allowed to return to work.

**Article 44.**  
**HOLIDAYS AND PERSONAL LEAVES**

1. Personal Leave

- a. All Twelve (12) month Employees hired before July 1, 2008, shall receive  
  
Three (3) personal days during their first year of employment.  
  
Five (5) personal days during their second through fifth years of employment.  
  
Seven (7) personal days during their sixth year of employment and thereafter (measured from each anniversary date).
- b. All twelve (12) month Employees hired on or after July 1, 2008, but prior to November 13, 2013, shall receive  
  
Three (3) personal days during their first year of employment, earned at the rate of one day every two months (measured from each anniversary date);  
  
Five (5) personal days during their second through fifth years of employment, earned at the rate of one day every two months (measured from each anniversary date), not to exceed (5) days; and  
  
Seven (7) personal days during their sixth year of employment and thereafter (measured from each anniversary date).
- c. All twelve (12) month employees hired on or after November 13, 2013, shall receive:  
  
Three (3) personal days during their first year of employment (accrued at one day every two months).  
  
Five (5) personal days during their second through fifth years of employment (accrued at one day every two months).  
  
Six (6) personal days during their sixth year of employment and thereafter (measured from each anniversary date).
- d. For part-time Employees who are covered by this Agreement working between twenty (20) and less than thirty-five (35) hours per week, a personal day will be defined as follows:
  - 1) For those working five (5) days per week, a personal day will be computed upon the number of hours generally worked on a given day.
  - 2) For those working less than (5) days per week, a personal day will be

computed based upon a pro-rated basis in proportion to the normal work week.

- e. An employee may use one (1) personal day annually in increments of no less than one (1) hour. Such incremental use can be taken only at the beginning or end of the scheduled shift.
  - f. The Employee shall provide three (3) working days notice to the immediate supervisor of intent to use a personal day except in the event of an emergency, in which case lesser notice may be given; provided, however, that in the event the Employee gives notice on the same day that personal leave is to be used, the immediate supervisor may require the Employee to provide the reason giving rise to the "emergency".
2. Personal Days cannot be taken until after completion of the Employee's probationary period.
3. Scheduled Holidays

- a. All twelve (12) month Employees shall receive twelve (12) scheduled holidays for each year of this Agreement. Employees must work the last scheduled workday or shift before the holiday and the first scheduled workday or shift after the holiday in order to be paid for the holiday.

The Executive Director shall notify Employees of the holiday schedule for the period from January 1 through December 31, no later than December 1 of each year.

- b. Holidays falling on a Saturday are to be observed on a Friday and holidays falling on a Sunday are to be observed on a Monday; except in residential facilities where holidays will be observed on the day on which they fall.
- c. All personal days must be taken during the anniversary year in which the Employee earns them.
- d. If an employee hired prior to November 13, 2013, works on a holiday, they will be paid two and a half times their hourly rate.
- e. Employees who work on a holiday and are hired on or after November 13, 2013, will be paid two times their hourly rate.
- f. Employees hired before November 13, 2013, will be paid 2.5 times their holiday pay for working Easter Sunday. Employees hired after November 14, 2013, shall be paid time and a half for working on Easter Sunday.
- g. No employee will be paid the holiday not worked and holiday rate.
- h. Employees must indicate hours worked and select the appropriate holiday rate option to be paid for working the holiday.
- i. Employees who do not work on a holiday, select holiday not worked and will be paid their hourly straight time rate for the holiday.

- j. Employees have the option of electing to substitute Juneteenth for Good Friday. An employee wishing to substitute Juneteenth for Good Friday must notify Human Resources in writing by January 31 of each year of the employee's intention to substitute Juneteenth. Employees who do not elect to substitute Juneteenth by January 31 will be provided Good Friday as a paid holiday.

#### **Article 45.**

### **HEALTH AND LIFE INSURANCE**

The Employer shall provide group life insurance, medical insurance, dental insurance, vision insurance and prescription drug benefits to bargaining unit employees on the same terms and conditions as it does to its non-bargaining unit employees. The Employer in its sole and exclusive discretion may change the insurance carrier and/or administrator, and/or make any other changes. Changes to the above-listed benefits shall apply to its bargaining and non-bargaining unit employees. The employer agrees to provide the union with applicable details prior to implementation.

#### **Article 46.**

### **OPTIONAL RETIREMENT PLAN**

Optional Retirement Plan: Effective January 1, 2002 all Employees are eligible to participate in the present optional retirement plan as of the date of hire. Actual enrollment date will be the first full payroll of the month following the completion of the necessary enrollment forms. In the first year of employment there will be no Employer contribution. After one (1) year of employment, the plan provides that the Employer will match the amount of the Employee's contribution up to four (4%) percent of the Employee's salary. The Employee, however, may elect to pay more than four (4%) percent of his or her salary into the optional retirement plan, provided that in no event may the Employer's contribution of four (4%) percent and the Employee's contribution exceed what is permitted by law. The Employee's portion will be deducted from his or her payroll check. All contributions are fully vested. Information with respect thereto may be obtained from the Human Resources Department of the Employer. The total minimum annual contribution is Two Hundred Dollars (\$200).

Employees will be provided with applicable enrollment forms and informational materials at the time when they first become eligible to participate.

#### **Article 47.**

### **OTHER BENEFITS**

1. Employees are covered by New Jersey State Disability.
2. Employees are covered by New Jersey State Unemployment Insurance.
3.
  - a. An Employee covered by this Agreement who is unable to perform his/her duties because of a job-related injury must present medical certification to Human Resources as soon as is practicable.
  - b. It is understood that any Employee who has a worker's compensation injury that requires medical treatment will not lose pay to attend the initial medical

appointment, and a second appointment, if necessary, provided the total time compensated will not exceed one full workday.

- c. An Employee may utilize accrued sick time in increments of no less than one (1) hour for appointments required by their worker's compensation injury provided that there is reasonable advance notice given to the Employer of the date and time of appointment. If the appointment interferes with the business of the Employer, the parties understand that the appointment may need to be rescheduled.
- d. For up to one (1) year from the commencement of an Employee's Worker's Compensation leave:
  - 1) only the Employee's seniority and sick leave shall accrue,
  - 2) he/she shall be eligible for salary increases, and,
  - 3) the Employer shall continue paying the Employee's health and insurance benefits.
- e. In the event the Employee is able to return to work prior to the end of the one (1) year period, the Employer shall provide the same or similar position, at no loss of salary.
- f. The Employer shall discontinue the above benefits at the end of the one (1) year period.
- g. In cases where the physician determines that the Employee is able to perform "light duty work" the Employee must accept temporary reassignment if offered by management.
- h. Any Worker's Compensation leave taken by an Employee is considered to be a Family and Medical Leave governed by the provisions of Article 31 and Article 35 of this Agreement.

#### **Article 48.**

#### **DIRECT DEPOSIT**

1. Effective on September 1, 2004, bargaining unit members shall be entitled to participate in a payroll direct deposit program. The Employee must provide a written authorization to the accounting department to establish permission to direct deposit his/her paycheck. Said authorization will be valid until the individual's employment terminates or until the Employee, in writing, withdraws his/her authorization to participate in the program.
2. It is understood by both parties that the Employer has the right to establish rules and procedures related to participation in the direct deposit program, including but not limited to establishing time frames for enrolling, changing or discontinuing direct deposit of pay.
3. It is understood by all parties that the Employer will not be held liable for a delay in funds being deposited into an Employee's bank account caused by events outside the Employer's control including, but not limited to, equipment failure and/or power outages.

4. Employees will be provided with applicable enrollment forms and informational materials during employee orientation and upon request to the Human Resources Department.

**Article 49.**  
**IN-SERVICE MEETINGS**

1. All Employees may be required to attend training sessions to meet funding source, accreditation or agency requirements for staff training. Staff will be paid to attend any such training session when attendance is required by the Employer.
2. All Employees may be required to attend in-service meetings. Such meetings will commence and terminate within working hours (except for residential staff and other employees who work irregular hours). The Employees will present their views and take part in the planning of the in-service meetings, and shall yearly appoint a chairperson to the in-service committee to represent them.
3. Production supervisors at WOC will be permitted sufficient time after in-service meetings to allow the Employee to complete his/her daily responsibilities during normal working hours.
4. The Employer agrees to provide all new substitutes with an orientation guide and a brief personal orientation meeting between the Employer and the substitute prior to the beginning of the substitute's assigned duties.
5. The parties shall each appoint three (3) members to a Joint Committee which shall meet periodically to discuss and make recommendations concerning the use of substitutes and the orientation and training of substitutes and new employees. The recommendations and the Employer's decisions with respect to the recommendations shall not be subject to the Grievance Procedure.

**Article 50.**  
**DURATION**

1. The foregoing agreement between the Employer and the Union shall continue in full force and effect from September 1, 2024 through to August 31, 2027, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any expiration date either party desiring to terminate or modify this Agreement shall so notify the other party in writing.
2. It is recognized by both parties that funding for salaries is dependent upon various governmental sources. The parties agree to use their best efforts to obtain increased funding. If increased funds for salaries are obtained from these sources during the term of this contract, the parties will negotiate amendments to the salary guides. This paragraph shall not be subject to the Grievance Procedure.
3. If the Federal or State Government enacts legislation on Health Care Insurance which would be effective during the term of this Agreement and which would affect the health insurance being provided, the parties agree that they will reopen the contract on that issue. In addition, if the parties mutually agree to reopen other items at that time, the

parties will discuss those issues. However, if either party does not agree to reopen any other issue, then this reopener is limited to health care insurance under Article 46.

4. If health insurance becomes available to the Employer through the State of New Jersey, the parties agree to reopen the contract on that issue.

## GUIDE ADDENDUM

Any employee covered by this Agreement will be paid at the prevailing rate per hour. If the Employer hires an employee covered by this Agreement at a wage above the prevailing hourly rate, the Employer agrees to raise the wage of all other employees covered by this Agreement to the wage rate of the new employee. The provisions of this paragraph shall not apply to the following positions: Van Driver, Truck Driver, Shipping/Receiving Coordinator, Work Evaluator, Vocational Counselor, Community Support Worker.

Upon ratification, all employees covered by this Agreement will be paid a minimum of \$20.70 per hour. Employees will be eligible for increases at the beginning of the first full pay period in July based upon the completion of the years set forth below:

	Upon Ratification	July, 2025	July, 2026
0-4 years	.30	.50	.75
5 years	.75	1.00	1.25
10 years	.80	1.05	1.50
15 years	.85	1.10	1.75
20 years	.90	1.15	2.00
25 years	1.00	1.25	2.25

All increases will be made to the employee's base salary.

All employees will immediately move to their new rate of pay in accordance with their years of service (i.e. an 11-year employee will receive the \$.80 increase) at the beginning of the pay period immediately following the date of contract ratification, and then move normally.

Employees will be paid the appropriate difference in salary retroactively to January 1, 2024. Any retroactive pay will be paid in a check separate from the employee's standard paycheck.

The parties acknowledge that the New Jersey Division of Developmental Disabilities ("DDD") may provide funding for additional compensation to employees who provide direct care to certain clients of the employer. The Employer agrees to disburse any such funds received from DDD in accordance with the requirements established by the DDD.

For the Union:

  
Signature:

TESSIE MERRITT  
Print Name:

  
Title:

9/1/24  
Date:

For the Employer:

  
Signature:

ROBERT ANGEL  
Print Name:

EXECUTIVE DIRECTOR  
Title:

9.1.2024  
Date:



## A MESSAGE FROM YOUR UNION

AFT Local 3782 has represented The Arc of Monmouth, Inc., employees since 1978. Our first contract was settled in April, 1979, after a 23-day strike-and we have never had to walk a picket line since. In the 1993 settlement, we gained Union Shop-every employee is a Union member and can take advantage of all the AFT Plus membership benefits, listed in a brochure: provided to members and available on AFT's web site ([www.aft.org](http://www.aft.org)). In addition, our Union automatically provides every employee with AFT's Occupational Liability Insurance coverage at no cost.

The American Federation of Teachers represents public and private sector employees in education, health care, colleges and universities, and public service. With over 1.7 million members, AFT is a powerful advocate for the rights of employees and the clients they serve in all of these fields.

**We are proud of what we have gained for our members over the years.** As the first organized Arc unit in New Jersey, we have led the way toward better salaries, benefits, and working conditions for all Arc staff throughout the state.

This three-year contract is the thirteenth collective bargaining contract we have negotiated with The Arc of Monmouth, Inc., management. While we have had to make some small concessions on benefits in recent years, each contract has brought significant gains in employee rights, working conditions, and salaries. We could not have done it alone-our **members have always supported our efforts!**

People often take their Union for granted and assume that "someone from the Union" will come in and help when needed. **But the Union isn't something "out there"-it is all of us!** Every member needs to know the contract and insist that it be honored. When problems arise, contact your Union Building Rep or a Union officer promptly-don't take any manager's word for what the Union contract means. Your Union officers can't know what is happening at your worksite unless you tell us! Check the Local 3782

**Help us help you by getting involved.** Volunteer to be a Union Building Rep or serve on a Union committee. Only by standing together can we preserve the gains we have made. In all the ways that matter, **YOU ARE THE UNION!**

Check for the latest Local 3782 news at our website: <http://niarc.aft.org>.

### 2024 OFFICERS

Jessie Merritt, President

Anita Lentz, Treasurer

Carlos Wood, Vice President

Magdalena Aders, Recording & Corresponding  
Secretary

### 2024 NEGOTIATING TEAM

Chairperson: Jessie Merritt

Spokesperson: Ryan Williamson, AFT NJ Staff Representative

Team Members: Anita Lentz, Maggie Aders, Regina McGrath

### LABOR CONSULTANT

Ryan Williamson, Staff Representative, New Jersey State Federation of Teachers