

AGREEMENT

Between

MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

And

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
(DIVISION OF SOCIAL SERVICES – SUPERVISORS UNIT)

Local 1087

---

**January 1, 2018 – December 31, 2021**

---

**TABLE OF CONTENTS**

Preamble ..... 1

Article 1  
Recognition ..... 2

Article 2  
Union Security ..... 4

Article 3  
Management Rights ..... 8

Article 4  
Personnel Practices and Disciplinary Action ..... 9

Article 5  
Grievance Procedure ..... 11

Article 6  
Salary ..... 16

Article 7  
Promotions and Demotions ..... 18

Article 8  
Hours of Work and Overtime ..... 20

Article 9  
Temporary Assignment ..... 22

Article 10  
Extended Hours Program ..... 23

Article 11  
Holidays ..... 28

Article 12  
Vacations ..... 29

Article 13  
Leaves of Absence ..... 30

Article 14  
Medical Benefits ..... 32

Article 15	
Health and Safety .....	35
Article 16	
Retirement.....	37
Article 17	
Automobile Expenses .....	38
Article 18	
Legal Representation .....	39
Article 19	
Equal Treatment.....	40
Article 20	
Full Bargain and Severability .....	41
Article 21	
Term and Extent of Agreement.....	42
Appendix	

**PREAMBLE**

This Agreement (“Agreement”) is by and between the Monmouth County Board of Chosen Freeholders (“Employer” or “County”), and Local 1087 of the Communications Workers of America, AFL-CIO, (“Union”), and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The County recognizes the Union as the sole and exclusive representative of employees of the County at the Monmouth County Division of Social Services (“Agency”) in a unit of supervisory clerical and professional employees. All regular full-time and part-time employees who perform negotiations unit work, as defined herein, shall be included in the negotiations unit represented by the exclusive employee organization.

**Section 2.** Negotiations unit work means work that is performed by employees who are included within the Union without regard to job title, job classification or number of hours worked, except that employees who are confidential employees or managerial executives or elected officials, members of boards and commissions, or casual employees, are excluded from the negotiations unit. Casual employees are employees who work an average of fewer than four (4) hours per week over a period of 90 calendar days, consistent with the “Workplace Democracy Enhancement Act” (“WDEA”), P.L. 2018, c. 15.

**Section 3.** Consistent with the foregoing, the following titles are specifically recognized by the parties as within the negotiations unit:

**Assistant Training Supervisor County Welfare Agency**  
**Human Services Specialist 4**  
**Network Administrator 1**  
**Senior Investigator County Welfare Agency**  
**Senior Systems Analyst**  
**Social Work Supervisor**  
**Supervising Coordinator of Volunteer Service Program**  
**Supervisor of Housing Rehabilitation**

**Section 4.** Any new title authorized for use by the Employer at the Agency will be negotiated for inclusion or exclusion from the negotiations unit. In the event that agreement between the Employer and the Union is not reached on a particular title, that title will be

excluded from the negotiations unit pending resolution by the New Jersey Public Employment Relations Commission (“PERC”).

**ARTICLE 2**  
**UNION SECURITY**

**Section 1.** The Employer agrees to deduct monthly, from the pay of each employee who furnishes a written authorization for such deduction, in a form acceptable to the Employer, the amount of monthly union dues. Monthly union dues shall be two (2) hours pay per month based on a forty (40) hour work week or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made.

**Section 2.** Deduction of the union dues made pursuant to this Article shall be remitted by the Employer to the Union by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions were made, together with a list of employees from whose pay such deductions were made. The County will provide said report in electronic format if it has a system capable of doing so.

**Section 3.** The Union shall indemnify and hold the Employer harmless against any and all such claims, suits, orders of judgments brought or issued against the Employer that arise out of any of the provisions of this Article.

**Section 4.** Provided space continues to be available on the Employer's computer, payroll deductions will be made available to employees on a voluntary basis for the Committee on Political Education ("COPE").

**Section 5.** The Employer agrees to grant one half hour to the Union to address new employees at orientation sessions. Within ten (10) calendar days from the date of hire of negotiations unit employees, the County will provide each new employee's contact information to the Union as required by the WDEA, except by mutual agreement the employee's personal e-mail address and cell phone number need not be provided. Starting January 1, 2019 and every

120 days thereafter, the County will provide the Union with the information required by the WDEA for all negotiations unit employees.

**Section 6.** The Union will be permitted an aggregate of fifteen (15) days per calendar year of paid time off and fifteen (15) days per calendar year of unpaid time off for the purpose of conducting Union business. The CWA Local 1087 President will have an additional ten (10) paid days off per year to conduct Union business for both the Clerical/Professional and Supervisory Units. This time shall be used for any off-site Union activities as well as on-site meetings for which there is no provision elsewhere in the Agreement for the matter to be conducted on Employer paid time. These days shall not be cumulative.

**Section 7.** Any employee seeking to make use of Union leave time shall notify the Employer and present an authorization form from the Union. The Employer shall not unreasonably deny the use of Union leave time. The employee shall report to and from his or her normal work location before and after the Union activity. The Employer's Human Resources Support Unit shall maintain a record of the total time utilized.

**Section 8.** Up to four (4) Union representatives shall be released from duty for such collective negotiations sessions as are mutually scheduled to take place during work time and shall suffer no loss in regular pay. Up to one (1) Union representative shall be released from duty with pay to represent a negotiations unit member in a disciplinary interview, or to investigate or discuss a grievance, workplace related-complaint or other workplace issue. Up to two (2) Union representatives shall be released from duty with pay to represent a negotiations unit member in a formal disciplinary hearing or grievance meeting with management. If the Union seeks to have any additional negotiations unit member(s) be released from duty, if granted, Section 6 of this Article shall apply and Union leave time shall be charged.

**Section 9.** The Employer shall permit the Union to use the interoffice mail system, but no use of metered postage shall be permitted. Pursuant to the WDEA, the Union will be permitted to utilize the County's e-mail system to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. However, employees remain obligated to follow the County's rules and regulations regarding computer and e-mail usage as set forth in County Policy 516.

**Section 10.** Pursuant to the WDEA, the Union may use the County's facilities to conduct meetings with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in a County facility pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The Union may be charged for maintenance, security and other costs related to the use of a County facility if those costs would not otherwise be incurred absent the meeting.

**Section 11.** The County shall provide the Union with bulletin boards at the DSS Freehold and Ocean Township facilities for the Union's exclusive use in order to communicate with negotiations unit members. The Union agrees not to post anything that is profane, obscene, defamatory or constitutes election campaign material, and will provide a courtesy copy of its materials upon posting. Should the Employer have any concerns with any Union posting, it will

notify the Union President or designee, in which instance the parties will immediately meet to discuss same.

**Section 12.** The County will not encourage negotiations unit members to resign or relinquish membership in the Union and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Union.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

**Section 1.** The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

**Section 2.** All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

**Section 3.** The Employer retains the responsibility to promulgate and enforce rules and regulations governing the conduct and activities of employees, subject to limitations imposed by law and so long as they are not inconsistent with the express provisions of this Agreement.

**Section 4.** The Employer shall establish reasonable and necessary written rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

**ARTICLE 4**  
**PERSONNEL PRACTICES AND DISCIPLINARY ACTION**

**Section 1.** Each employee may review the contents of his or her personnel file upon request and may authorize a Union representative to accompany the employee during this review. An employee shall have the right to respond to any document contained with his or her personnel file within thirty (30) working days of its receipt by the employee. A response shall be directed to the appropriate party and shall be included in the employee's personnel file.

**Section 2.** Client-Employee Records. Because of the confidential nature of client-employee records, they are to be kept in a separate file under lock and key and shall be accessible only to authorized personnel.

**Section 3.** Employees shall be given a copy of all memorandums and other documents that are to be included in the personnel file. This provision shall not apply to routine records, such as attendance records. Additionally, employees will be afforded the opportunity to initial all documents of a disciplinary nature prior to placement in the personnel file.

**Section 4.** Disciplinary action shall only be for just cause.

**Section 5.** Both parties recognize the preference for the use of progressive discipline, but also understand that such concepts must be applied flexibly, based upon the nature of the alleged infraction and the circumstances surrounding its occurrence.

**Section 6.** It is understood that the Employer has the final responsibility for discipline. However, it is necessary for negotiations unit members to participate in disciplinary hearings as part of their overall job responsibilities. During any disciplinary hearings the appropriate manager shall be present, if requested, to supply support and assistance to the supervisor at the hearing.

**Section 7.** When any employee covered by this Agreement is suspended from employment as a result of being formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job, his or her County-funded health benefits shall cease after sixty (60) days following the date of the suspension, or as soon as practicable thereafter. The affected employee will then be offered COBRA benefits to the extent available. This Section will not become effective until such time as the County implements an identical policy for its non-union employees and notifies the Union of same.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 1. Purpose.** The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with a supervisor or other appropriate representative of management. However, if such discussion involves a matter within the definition of a “contractual grievance,” any resulting grievance shall be processed only through the Union.

**Section 2. Definitions.** The term “grievance” shall mean an allegation that there has been: (1) a misinterpretation or misapplication of the terms of this Agreement that is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a “contractual grievance,” or (2) inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Division of Social Services that shall be processed up to and including the Director of the Department of Human Services, and shall hereinafter be referred to as a “non-contractual grievance.”

**Section 3. Presentation of a Grievance.** The Union shall have the option of by-passing any steps of the grievance procedure as set forth in Section 4, if effective relief may not be found at a lower step. In such instance, the Union shall file its grievance at the lowest step where effective relief may be granted. The employer’s failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. The time limits at any step may also be relaxed by mutual

written consent. The grievant and up to two (2) Union representatives shall be permitted to present a grievance at all steps of the grievance procedure with no loss of pay.

**Section 4. Steps of the Grievance Procedure.** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

**STEP 1**

The grievant shall present a written grievance to his or her administrative supervisor within fifteen (15) working days of the occurrence complained of, or within 15 working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within fifteen (15) days shall be deemed to constitute an abandonment of the grievance. In the event the issue grieved is outside the authority of the administrative supervisor to resolve, the grievant shall file the grievance with the appropriate person as designated by the Agency's Human Resources Administrator. The administrative supervisor shall render a written decision within five (5) working days after receipt of the grievance.

**STEP 2**

If dissatisfied with the Administrative Supervisor's decision, then the grievant must file his or her complaint with the grievant's Division Director within five (5) working days. The Division Director will render a written decision within ten (10) working days after receipt of the grievance.

**STEP 3**

Should the grievant disagree with the decision of the Division Director, the grievant may, within five (5) working days, submit a statement to the Director of the Department of Human Services as to the issue in dispute. The Director

shall review the decision of the Division Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Director, who will render a written decision within twenty (20) working days after the matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Director shall be final.

#### **STEP 4**

(a) Any unresolved contractual grievance, except matters involving appointment, promotion or assignment or matters within the exclusive province of New Jersey Civil Service Commission (“Civil Service Commission”), may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the written decision of the Director of the Department of Human Services on the grievance or lack thereof.

(b) Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union’s decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) The grievant may pursue the Civil Service Commission procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected.

(d) The arbitrator shall be selected on a case-by-case basis from the members of the arbitration panel maintained by PERC.

(e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

(g) The arbitrator may prescribe an appropriate back pay remedy when a violation of this Agreement is found, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except no award may be made which exceeds the authority of the Employer.

(h) The arbitrator shall have no authority to prescribe a monetary award as a penalty for violation of this Agreement.

(i) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall confine any decision solely to the interpretation and application of this Agreement and to the precise issue submitted for arbitration. The arbitrator shall have no authority to determine any other issues not so submitted nor shall observations or declarations of opinions, which are not essential in reaching this determination, be submitted.

(j) The costs and services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(k) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(l) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible and shall issue a decision, in writing, within thirty (30) days after the close of the hearing.

(m) Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence as to the prior conduct of the other party.

**ARTICLE 6**  
**SALARY**

**Section 1. 2018.** Effective and retroactive to January 1, 2018, employees who were in the negotiations unit on or before December 31, 2017 shall receive a flat base pay wage increase of \$600, then a base wage percentage increase of 2.50%.

**Section 2. 2019.** Effective and retroactive to January 1, 2019, employees who were in the negotiations unit on or before December 31, 2018 shall receive a flat base pay wage increase of \$600, then a base wage percentage increase of 2.50%.

**Section 3. 2020.** Effective January 1, 2020, employees who were in the negotiations unit on or before December 31, 2019 shall receive a flat base pay wage increase of \$600, then a base wage percentage increase of 2.50%.

**Section 4. 2021.** Effective January 1, 2021, employees who were in the negotiations unit on or before December 31, 2020 shall receive a flat base pay wage increase of \$600, then a base wage percentage increase of 2.50%.

**Section 5.** Salary increases shall not survive the expiration of the Agreement.

**Section 6.** Consistent with current practice, employees must be on the payroll as of the date the Agreement is ratified by the membership of the Union to be eligible for any retroactive salary payments. If an employee is on an unpaid leave, he or she will receive retroactive pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay will be paid within 45 days after the Memorandum of Agreement accepting the terms of this Article was adopted by both parties.

**Section 7.** The starting salary for all titles in the negotiations unit is \$60,000.

**Section 8.** The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's annual salary is now paid in twenty-four (24) bi-monthly

installments. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

**ARTICLE 7**  
**PROMOTIONS AND DEMOTIONS**

**Section 1. Promotions.** Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of four and one-half percent (4.5%) or the minimum of the new title, whichever is greater.

**Section 2. Demotions.** If an employee is subsequently appointed to another title with a lower salary range, his or her salary will be reconstructed, or equalized, on the basis of the employee's previous employment record.

**Section 3. Job Postings.** The following job openings, except entry-level clerical positions, shall be posted on all official bulletin boards for a period of five (5) working days: a newly created position, a vacancy that occurs through a leave of absence, resignation, termination or the first vacancy resulting from a promotion. No vacancy shall be deemed to exist where one or more employees have bumping rights to a job in accordance with Civil Service Commission regulations. Posting a temporary position or a position reclassified by a desk audit will be at the option of the Employer. The Union President shall receive a copy of all notices, selections, non-posted bumping changes, reclassification, and letters of hire, with the hired employee's address redacted.

**Section 4. Transfers.** Employees who are interested in being transferred may send a memo to their Section/Office head so that their interest in a transfer will be known and taken into consideration in the event of future non-posted vacancies.

**Section 5. Transfers and Reassignments.** Employees selected for transfer or reassignment will be given five (5) days' notice by the Human Resources Administrator or the Administrative Supervisor. The Employer agrees not to routinely involuntarily transfer the Local Union President, Branch President, and chief Shop Steward.

**Section 6.** The Human Resources Administrator will send Civil Service Commission promulgated examination results to the Union President upon receipt.

**ARTICLE 8**  
**HOURS OF WORK AND OVERTIME**

**Section 1.** All full-time employees agree to work a thirty-five (35) hour week, with 15 minute breaks in the morning and in the afternoon. The normal workweek shall consist of five (5) consecutive seven (7) hour days, Monday through Friday.

**Section 2.** Overtime is defined as all work performed in excess of the thirty-five (35) hour workweek. The Employer agrees to compensate employees for overtime at the rate of one and one half (1 ½) their regular rate of pay. Compensation may be in the form of time off or in the form of a cash payment. All overtime must be authorized by the Employer.

**Section 3.** In the event of inclement weather, employees may leave their areas of work early, at the discretion of the Monmouth County Administrator. If there arises a need for a skeleton crew, volunteers shall be solicited first. In the event no volunteers are forthcoming, those assigned shall be given priority for early release the next time an inclement weather situation arises. Employees remaining for a skeleton crew shall be give compensatory time off on an hour – for – hour basis.

**Section 4.** The Agency will close on Christmas Eve at 2:00 p.m.

**Section 5.** Sick leave shall not count as hours worked for overtime purposes. Employees who utilize sick leave on a day when they are assigned to work overtime assignments shall be paid for those overtime assignments at straight time.

**Section 6. Inclement Weather Days.** When the state of New Jersey or other applicable governmental agency declares a travel restriction due to a State of Emergency, which affects the ability of a negotiations unit employee to report to his or her work location on a day when the County remains open for business, such employee may use his or her leave time to be excused from work with pay. If an employee has time in his or her vacation or personal leave banks or

compensatory time available, that time must be used first (in the order of the employee's choosing). If no such time is remaining, then sick time may be used. Inclement weather day usage will in no instance affect or reduce any employee's pre-scheduled leave.

**ARTICLE 9**  
**TEMPORARY ASSIGNMENT**

**Section 1.** When an employee works outside a classification at the request of the Employer for a period of five (5) or more consecutive working days, he or she shall receive the rate of pay for whichever job classification is the higher rate for the period of time worked.

**Section 2.** An employee must actually work in the higher title for five (5) or more consecutive working days. In the event of a break due to a holiday, that day shall be counted towards the consecutive work days needed to qualify for payment under this Article, as will a holiday at the beginning or end.

**Section 3.** In the event of a break due to an emergency closing, holiday or authorized sick leave, the employee shall be paid at the higher rate for the days actually worked, the holiday and any emergency closing, but excluding sick leave.

**ARTICLE 10**  
**EXTENDED HOURS PROGRAM**

**Section 1. Management Rights.** The Employer reserves to itself the complete authority, power and duty to establish, maintain, modify and terminate an Extended Hours Program; and the same is reserved to designate such of its agents as it deems necessary to exercise its authority to administer, manage and supervise the program.

**Section 2. Continuation of Terms of Employment and Benefits.** Except as modified by the specific terms of this Agreement, all terms and conditions of employment applicable to employees participating in the Extended Hours program and remaining in effect at the conclusion of the program's experimental status shall continue in full force and effect. A specific inclusion into this Agreement of a prior benefit enjoyed by negotiations unit members shall not in any way be interpreted as an intent to limit, modify or discontinue non-referenced prior, existing benefits.

**Section 3. Employee Participation.** Employee participants shall be sought on an annual basis, commencing June of each year, by requesting interested employees to submit a showing of interest in participating in the Extended Hours Program. In the event the program is expanded and additional participation is sought during the year, there shall be a similar notice posted for a two week period. Employee selection shall be made by August of each year and extended hour service shall commence September of each year, or, in the case of additional participation, within a reasonable time after posting is completed.

Only full-time employees may participate in the Extended Hours Program. Employee participant selection shall be in accordance with the following preferences, with seniority with the Employer used to break any ties:

1. new applicant to the Extended Hours Program;

2. prior participant in the Extended Hours Program; and
3. current participant in the Extended Hours Program.

Employees who have volunteered to participate but were not selected shall be placed on a “replacement list” for use in the event a vacancy occurs in the Program.

If there are an insufficient number of volunteers who meet the criteria of a job assignment, qualified volunteers with work experience in the job assignment, including volunteers from another office site, may be considered for selection. In the continuing event that there is insufficient employee participation on a volunteer basis, the Employer retains the right to appoint any qualified employee to participate in the Extended Hours Program.

It is understood that participation in the Extended Hours Program shall be for a one-year period of commitment. A participating employee may withdraw from participation only if there are serious, extenuating circumstances which would make continued participation a hardship to the employee.

The Employer may deny participation or discontinue participation of an employee for administrative or performance reasons, including, but not limited to the following: disciplinary history, poor evaluations, performance, attendance, reasonable needs of the unit, promotions, demotions, transfers, reassignments, or extended leaves with or without pay.

**Section 4. Hours of Work.** The schedule of employment hours for participants within a pay period shall be seven working days of 8:30 a.m. to 4:30 p.m. and two working days of 8:30 a.m. to 8:00 p.m. (extended days) on the same day of each week, comprising a total of 70 work hours in a pay period. The immediate supervisor will approve the scheduled day off and forward it to the Extended Hours Administrator for final approval. If there is a conflict over scheduling the day off, seniority with the Employer shall be the deciding factor.

Participant meal breaks on Extended Days shall be completed no later than 4:30 p.m., except in unusual circumstances when approved by the Extended Hours Administrator and the Administrator. A participant shall be entitled to an additional 15 minute break on extended days.

**Section 5. Absences.** The Union and the Employer both recognize that attendance on extended days is critical to the success of the program and it is understood that participant use of all forms of leave time on those days is discouraged and may require verification. If a participant must be absent on an extended day, the immediate supervisor and the Extended Hours Administrator must be notified as soon as the absence is known.

(a) Personal, Sick and Vacation Days. Personal days may be utilized on extended days only in emergent circumstances and will be charged at the rate of 1 ½ days each. Sick and vacation days taken on extended days will be charged at the rate of 10 ½ hours each.

(b) Jury Duty. A participant who is scheduled for jury duty on an extended day shall report to work at the conclusion of court proceedings. A participant who is scheduled for jury duty on a scheduled day off will receive an alternate day off.

(c) Conference Attendance. A participant in a conference on an extended day will report to work at the conclusion of the conference and, unless the conference was mandated, such attendance shall require approval by the Extended Hours Administrator in addition to the normal approvals. If a conference is mandated for a scheduled day off, another day off shall be scheduled.

(d) Civil Service Examinations. Where a Civil Service Commission examination for a job title in use by the Employer is scheduled on an extended day, a participant shall be permitted to leave work at the regular close of business on that

day and shall not lose his or her scheduled day off. Participants will be permitted to take one (1) hour vacation time.

(e) Unpaid Leave of Absence. A participant who goes on an extended leave may be removed from the program and upon return be required to assume a regular work schedule of 10 work days per payroll period. If a participant is continued on the Extended Hours Program following an extended leave, that employee shall resume the extended hours schedule at the beginning of the first pay period following his or her return.

**Section 6. Holidays**. When a holiday falls on a scheduled day off, the regular work day as near to the holiday as possible will be utilized as the holiday, subject to supervisory approval. When a holiday falls on an extended day, the employee shall be entitled to his or her regularly scheduled day off during that pay period.

**Section 7. Emergency Closings**. Emergency closings affecting participants in the Extended Hours Program shall be handled in accordance with the following:

(a) Closing on a Scheduled Day Off. If the Agency is closed the whole day, another day off shall be scheduled. If the agency is closed for only part of a day, a participant shall receive credit for the number of hours closed, unless the agency is “closed with a skeleton crew,” in which case no alternate hours will be credited.

(b) Closing on an Extended Hours Day. If the agency is “closed with a skeleton crew” on an extended hours day, participants serving as part of the skeleton crew shall receive compensatory time on an hour-for-hour basis. In all cases of closing on an extended hours day, participants shall be entitled to their regularly scheduled day off.

**Section 8. Renewal.** The terms and conditions of the Extended Hours Program shall not be changed during the life of this Agreement, unless the Employer, at its discretion, terminates the Program. If the Program is terminated, then the Employer and the Union agree to reopen this Agreement to explore options. Posting of notices shall occur in June of each year.

**ARTICLE 11**  
**HOLIDAYS**

**Section 1.** The following days are recognized by the Employer as paid holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

**Section 2.** When a holiday falls on a Saturday, it will be celebrated the preceding Friday.

When a holiday falls on a Sunday, it will be celebrated on the following Monday.

**Section 3.** Employees shall be granted an additional floating holiday, which shall be taken with prior supervisory approval.

**Section 4.** Employees shall be granted any additional days declared to be holidays by proclamation of the Governor of the State of New Jersey or by the Monmouth County Board of County Commissioners. This provision shall not apply to emergency or other special purpose closings.

**ARTICLE 12**  
**VACATIONS**

**Section 1.** Vacation leave for full-time employees is granted and earned in accordance with the following schedule:

<b><u>Years of Service</u></b>	<b><u>Days Earned Per Year</u></b>	<b><u>Days Earned Per Month</u></b>
1 <sup>st</sup> – 5 <sup>th</sup>	12	1
6 <sup>th</sup> – 12 <sup>th</sup>	15	1 1/4
13 <sup>th</sup> – 20 <sup>th</sup>	20	1 2/3
21 <sup>st</sup> onward	25	2 1/2

During the first calendar year of employment an employee must actually earn vacation leave before utilizing it. Vacation leave for part-time employees is pro-rated.

**Section 2.** Vacation leave must be taken during the current calendar year at such time as permitted or directed by the Employer, unless it has been determined that it cannot be taken. Any unused vacation may be carried forward into the next succeeding year only. Any carryover of unused vacation leave must be requested and approved by the Employer and must be taken on or by March 31<sup>st</sup> of the successive year, or the time will be lost to the employee. Any vacation time approved for carryover will be scheduled by the employee and approved by the Employer, with such approval not to be unreasonably withheld.

**Section 3.** Vacation leave may be taken in increments of 15 minutes.

**Section 4.** Earned, unused vacation leave will be paid upon termination.

**Section 5.** Employees will be credited for a year of service for calculating the vacation leave benefit established in Section 1 of this Article no matter when during the year the employee began his or her County employment.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

**Section 1. Sick Leave.** All full-time employees will be granted sick leave at the rate of one (1) day per month, or major fraction thereof, during the first calendar year of employment. Thereafter an employee shall receive fifteen (15) sick leave days per year, which shall be cumulative. During the first calendar year of employment, an employee must actually earn sick leave before utilizing it. Part-time employees will be granted sick leave on a prorated basis. Sick leave may be taken in increments of 15 minutes.

**Section 2. Personal Leave.** Providing reasonable notice is given to the Employer, and subject to the discretion of the Director of the Division of Social Services, each full-time employee will be entitled to take three (3) personal leave days during the calendar year. Part-time employees shall receive one personal leave day per year. During the first calendar year of employment, a new full-time employee will earn one-half ( $\frac{1}{2}$ ) day of personal leave per month, after completion of one (1) calendar month of employment, up to a maximum of three (3) days. During the first calendar year of employment a new part-time employee will earn one-quarter ( $\frac{1}{4}$ ) day of personal leave per month. Employees hired on or before December 31, 2009 will be entitled to four personal leave days after the tenth (10<sup>th</sup>) year of employment. However, employees hired on or after January 1, 2010 shall not be entitled to a fourth personal leave day. Personal leave shall not accrue from year to year. Personal leave may be taken in increments of 15 minutes.

**Section 3. Bereavement Leave.** Employees shall be granted five (5) days off, with pay, in the event of the death of a parent, step-parent, spouse, civil union/domestic partner, sibling, child, or step-child. Employees shall be granted three (3) days off, with pay, in the event of the death of a member of the immediate family, defined as parent-in-law, grandparent, grandchild,

foster child or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

**Section 4. Unpaid Leave.** Leave without pay may be granted at the discretion of the Employer for permanent employees. Such leave may not be granted for a period exceeding six (6) months at any one time, nor exceeding one continuous year, except for educational leave, which may not exceed two consecutive years.

A written statement from the employee setting forth the reasons why such leave is requested, and the dates the proposed leave will begin and end, shall be submitted to the Employer. In no event shall leave be granted to permit an employee to accept outside employment, except to work for the Union. An employee granted a leave of absence without pay shall have sick, vacation and personal leave credits reduced at the same rate as earned.

**Section 5. Staff Development.** In the event that the County institutes a tuition reimbursement plan, negotiations unit members shall be entitled to participate in any such plan.

**Section 6. Voluntary Leave Donation.** There shall be a voluntary leave donation program that follows the requirements established by the Civil Service Commission. This section shall not be subject to the grievance procedure.

**Section 7. Family and Medical Leave.** Employees may be entitled to family and/or medical leave pursuant to the federal Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("FLA") and the administrative regulations promulgated thereunder. The Employer agrees to implement the FMLA and the FLA in accordance with law. Employees shall be required to comply with the County's Family and Medical Leave Policy and shall be required to use paid leave concurrently with family and/or medical leave if the County's policy so requires.

**ARTICLE 14**  
**MEDICAL BENEFITS**

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement, for which employees shall pay the Tier 4 rate as set forth in P.L. 2011, c. 78. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

**Section 2.** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall in no event be less than the Tier 4 rate as set forth in P.L. 2011, c. 78. The contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**Section 3.** The traditional indemnity medical insurance program shall not be offered to employees hired on July 1, 1994 or thereafter. Furthermore, in accordance with Resolution #94-267, any new employee hired on or after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

**Section 4.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented

for purposes of collective negotiations. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

<u>Non-Mail Order</u>	
<b>Retail (brand)</b>	<b>\$20.00 (current \$20.00)</b>
<b>Generics</b>	<b>\$10.00 (current \$5.00)</b>
<u>90 days Mail Order</u>	
<b>Retail (brand)</b>	<b>\$15.00 (current \$15.00)</b>
<b>Generics</b>	<b>\$5.00 (current \$0.00)</b>

**Section 5.** Part-time employees hired on or before July 1, 2011 are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Part-time employees hired on or after July 1, 2011 are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. Temporary employees are not eligible for these benefits.

**Section 6. Temporary Disability Benefits.** Effective no later than January 1, 2020, the temporary disability benefit provided by the County to employees of the negotiations unit shall be increased from \$150.00 per week to \$300.00 per week. All other existing terms and conditions of this benefit shall continue to apply. The County will cooperate with employees to arrange for a payroll deduction from electing employees for the purpose of purchasing additional TDI coverage on the open market.

**Section 7.** Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an Employee's entitlement to benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

**Section 8.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as an Appendix and is incorporated herein.

**ARTICLE 15**  
**HEALTH AND SAFETY**

**Section 1.** The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Employer agrees to the formation of a Health and Safety Committee to be composed of two members designated by the Union, and two members and a Chairperson designated by the Director of the Department of Human Services. The Committee will meet not more than monthly, and for not more than two hours, upon either the Employer or the Union presenting the other with a written agenda of items sought to be discussed. The Committee shall have the function of advising the Employer as to safety and health issues involving employees and it will propose solutions for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

**Section 2.** When a health and safety violation occurs that requires corrective action by a landlord, the Director of the Department of Human Services, or a designee, will promptly notify the landlord of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the landlord within two working days after receipt.

**Section 3.** The Employer will make every reasonable attempt to:

- (1) Maintain comfortable room temperatures;
- (2) Maintain adequate humidity levels; and,
- (3) Maintain and clean the ventilation system on a regular basis; and,
- (4) Provide and maintain adequate security for all employees and notify the Union of any serious security problems.

**Section 4.** If the parties are unable to resolve issues which arise under this Article, such issues may be submitted to the grievance procedure contained in Article 5 of this Agreement.

**Section 5.** The Employer will provide the Union with a list of products that it uses for cleaning, exterminating and its duplicating equipment.

## **ARTICLE 16** **RETIREMENT**

**Section 1.** Any permanent employee shall be entitled upon retirement from the Public Employees' Retirement System to receive a lump sum payment for earned and unused sick leave. The payment shall be one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average compensation received during the last year of their employment prior to the effective day of retirement, to a maximum of \$15,000.00.

**Section 2.** An employee who has incurred or shall incur a break in service, as a result of a separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment. An employee incurring a break in service for any other type of separation shall have his or her sick leave computed from the date of return to employment.

**Section 3.** Any employee who elects a deferred retirement benefit shall not be eligible for such payment. This payment shall not affect any pension benefits under any other statute. In the event of the employee's death within one year after the effective date of retirement, but before payment has been made, payment shall be made to the employee's estate.

**Section 4.** To the extent provided by law, and subject to Freeholder Resolution #94-267, the Employer will pay for health insurance for employees who retire with twenty-five (25) years of service or under a disability retirement. In accordance with Resolution #94-267, any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

**ARTICLE 17**  
**AUTOMOBILE EXPENSES**

**Section 1.** The parties agree that any employee who is authorized and required to use a personal automobile for the Employer's business shall be reimbursed at a rate of 44 cents per mile or the existing County rate, whichever is higher, and shall also receive reimbursement for automobile business insurance in the amount of \$25.00 per month providing the employee is assigned by the employer to Travel Category B or C and shows proof of coverage. These amounts are to be paid after the filing of a monthly voucher.

**Section 2.** Employees will not be required to transport minor children in a personal automobile. The Employer will provide a vehicle for this purpose.

**Section 3.** The Employer will endeavor to assign at least one vehicle to each site at which 12 or more non-Income Maintenance field service workers (Social Workers, Social Work Specialists, Coordinators of Volunteers) are assigned. This clause shall not diminish the Employer's right to maintain, service and/or reassign all vehicles in its motor pool in the best interest of the Agency.

**ARTICLE 18**  
**LEGAL REPRESENTATION**

**Section 1.** The Employer extends to all employees the same rights and benefits enjoyed by State employees under N.J.S.A. 59:10A-3, with the exception that the duty and authority of the Attorney General described in that statute shall be exercised by the Employer under the direction of the Monmouth County Counsel.

**Section 2.** It is understood that the Employer's insurance coverage will not only pay damages or claims, but will also defend that person in court if an employee acts negligently within the scope of his or her employment.

**ARTICLE 19**  
**EQUAL TREATMENT**

**Section 1.** The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership, or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

**Section 2.** Alleged violations of this Article by either the Union or the Employer shall be pursued before the appropriate administrative or judicial forum, rather than through the grievance procedures contained in this Agreement.

**ARTICLE 20**  
**FULL BARGAIN AND SEVERABILITY CLAUSES**

**Section 1.** The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment, which shall not be changed during the life of this Agreement.

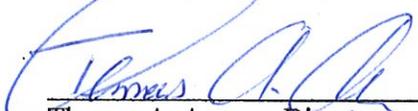
**Section 2.** If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 21**  
**TERM AND EXTENT OF AGREEMENT**

This Agreement shall be effective and retroactive to January 1, 2018 and shall continue in full force and effect through December 31, 2021.

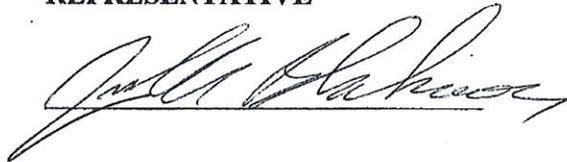
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this \_\_\_\_ day of \_\_\_\_\_, 2021:

**MONMOUTH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

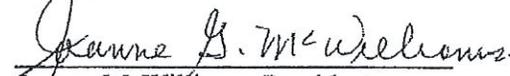
  
\_\_\_\_\_  
Thomas A. Arnone, Director

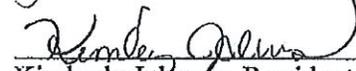
  
\_\_\_\_\_  
Teri O'Connor, County Administrator

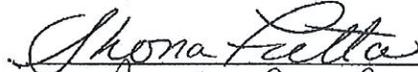
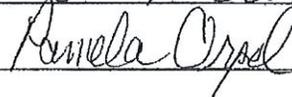
**CWA NATIONAL  
REPRESENTATIVE**

  
\_\_\_\_\_

**CWA LOCAL 1087**

  
\_\_\_\_\_  
Joanne McWilliams, President

  
\_\_\_\_\_  
Kimberly Johnson, President 2018-2020

  
\_\_\_\_\_  
  
\_\_\_\_\_

**ATTACHMENT A - AGREEMENT**

**WHEREAS**, due to the growth of the County's health care and pharmacy costs, and the associated cost to its employees, it is understood that certain cost containment measures are required in order for the County to be able to maintain the high level of benefits provided to County employees; and,

**WHEREAS**, it is further understood that due to certain provisions of the federal Affordable Care Act ("ACA"), it is critical that the County begin the process of finding health care cost savings, as it faces the potential for millions of dollars of fines in future years if its health care costs exceed the amount permitted by the ACA; and,

**WHEREAS**, the County's Benefits Department, in consultation with the County's health care and pharmaceutical plan administrators, have proposed numerous modifications to the County's health care and pharmaceutical plans where it is believed that substantial savings can be achieved at limited burden to the County's employees and dependents; and,

**WHEREAS**, while the County does not concede the negotiability of any or all of these modifications, it wishes to avoid any future Union challenges to them given their importance; and,

**WHEREAS**, the Union reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Union agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2015, so long as no such changes are implemented for Union employees until such time as they are simultaneously implemented for the County's non-represented employees;

**BE IT FURTHER RESOLVED** that the County shall provide at least sixty ~~(60)~~ days prior written notice before implementing any or all of the changes listed herein, but the Union shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Union have any right to file any grievance, unfair practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes provided said changes are made in accordance with this Agreement.

**HEALTH CARE PLAN MODIFICATIONS**

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.

2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.

3. The County may revise its pricing schedule for out-of-network treatment to modify the "reasonable and customary" rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

### PHARMACY PLAN MODIFICATIONS

1. The County may implement a "network narrowing" plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County's network: (1) Walgreens, (2) Rite-Aid, (3) CVS.

2. The County may implement "step therapy" procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before "stepping-up" to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient's physician determines that a higher-cost medication is medically required, the physician may contact the County's pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which "step therapy" will apply will be provided to the Union.

3. The County may implement a "dispense as written" policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the "brand" co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes "~~DAW~~" or "~~dispensed as written~~" or checks the "~~do not substitute~~" box on the prescription.

4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy; for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Union.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

For the Union:

Paul Mason Ph.D.  
James G. McWilliams  
Yannick [Signature]  
John [Signature]  
Debra Burtin

---

Dated: \_\_\_\_\_, 2015

For the County of Monmouth:

[Signature]  
 Dated: Aug. 17<sup>th</sup>, 2015

[Signature]  
 Steve Klemm  
 Special Party Council