

MEMORANDUM OF AGREEMENT

The Board of Chosen Freeholders of Monmouth County, the Board of Recreation Commissioners of Monmouth County and CWA Local 1038, having entered into collective negotiations for a successor agreement to the contract which expired on December 31, 2010, subject to ratification by all parties, are hereby agreed as follows:

1. The duration of the Agreement shall be for two (2) years, beginning January 1, 2011 and ending December 31, 2012.
2. **Article XXVIII, Wages and Salaries** – Effective January 1, 2011, the annual salary for the year 2011 for all full-time employees in the negotiations unit covered by this Agreement, who are in the service of the employer upon the time of ratification by the Union membership of this Memorandum of Agreement, shall be increased by 2% over 2010 salary levels. Effective January 1, 2012, the annual salary for the year 2012 for all full-time employees in the negotiations unit covered by this Agreement, who are in the service of the employer upon the time of ratification by the Union membership of this Memorandum of Agreement, shall be increased by 2% over 2011 salary levels. The hourly salary increase for permanent part-time employees shall be \$.40 each year.
3. **Article V, Section 5.8** shall be amended to reflect meetings to be held on Wednesday rather than Friday.
4. Delete Section 7.6 in its entirety and replace with the following:

Premium pay shall be paid at the rate of 1½ times the employee's regular rate for hours worked in excess of forty (40) hours in a week. In determining hours actually worked within a designated work week for computation of overtime, ~~only actual hours worked, paid holidays, approved compensatory time days or approved vacation time, and approved personal time will be included.~~

5. **Article XII, Health Benefits** – The existing provisions set forth under Section 12.2.2 and 12.2.3 shall be replaced with the following language:

12.2.2. It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall in no

Handwritten signatures and notes:
J. Johnson
Robert
Christina Miller
8/2/11
previously scheduled insert
K.T.

event be less than 1.5% of base salary. 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 deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

12.2.3. 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 no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

6. Article X shall be amended to eliminate Lincoln's Birthday and add day after Thanksgiving in accordance with previously executed sidebar agreements.

7. Article XII, Worker's Compensation Temporary Disability Leave, Section 12.6 shall be replaced with the following:

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 any enhanced 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.

8. Article XII, Union Administered Dental Plan, Section 12.8.1 shall be replaced with the following:

The County shall provide a dental allowance in the amount of \$600 per year per employee, provided that said employees have successfully completed their initial

probationary period, for the Union-sponsored dental plan. Said payment shall be made in equal monthly installments at the end of each month. The Union further agrees to provide the County with a certified list of all employees who are actually enrolled in the plan as of December 31, 2012 and agrees that any future payments by the County into the plan after that date will require proof of an employee's actual enrollment in the plan.

All other provisions under Section 12.8 shall remain in full force and effect.

9. Article XII, Prescription Drug Plan, Section 12.9 – The provisions under this Section shall be replaced with the following:

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, or December 31, 2012, whichever comes later. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following:

Non-Mail Order

Retail (brand) \$20.00 (current \$15)

Generics \$10.00 (current \$5)

90 days Mail Order

Retail (brand) \$15.00 (current \$10)

Generics \$5.00 (current \$0)

10. All previously agreed upon language changes consistent with meetings conducted on January 24, 2012 shall be amended from management's proposals. Specifically, the following modifications shall be made:

A. Delete Section 7.4 (results in keeping public information assistants in unit).

B. Amend Section 8.1 to change all titles in accordance with Civil Service definitions.

C. Insert new Section 11.3 after current 11.3 as follows:

"Family Leave – Leaves of absence may be granted in accordance with the Federal Family Leave Act and New Jersey Family Leave Act, as applicable."

D. Amend Section 27.4 – Delete all radio stations and replace with "consistent with County procedures."

E. Amend Local 1034, Branch 4, to reflect Local 1038, where applicable.

F. Amend Department of Personnel, State of New Jersey to New Jersey Civil Service Commission, where applicable.

G. Amend all applicable dates to reflect new duration of Contract.

11. All other provisions of the expired Collective Negotiations Agreement shall remain in full force and effect.

12. All proposals, not reflected in this Memorandum of Agreement, shall be deemed withdrawn.

13. This Memorandum is subject to ratification by the appropriate representatives of the County of Monmouth, through the Monmouth County Board of Chosen Freeholders, the Monmouth County Board of Recreation Commissioners, and the membership of CWA Local 1038. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.

FOR MONMOUTH COUNTY:

Dated: 12-18-12

FOR THE BOARD OF RECREATION
COMMISSIONERS

Dated: 12-18-12

FOR CWA LOCAL 1038:

Dated: 12-18-12