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AGREEMENT

Between

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
[DIVISION OF SOCIAL SERVICES-CLERICAL/PROFESSIONAL]

Local 1087

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January 1, 1998 - December 31, 1999

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## PREAMBLE

This Agreement entered into by the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the Employer or the County], and the Communications Workers of America, AFL-CIO [hereinafter referred to as the Union], has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other 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 clerical and professionals in the following titles, but excluding temporary employees of six (6) months or less, confidential employees, managerial executives, police, blue collar and supervisory employees:

Clerk	Supervising Clerk Stenographer
Account Clerk	Supervising Clerk Transcriber
Office Appliance Operator	Supervising DEMO
Clerk Transcriber	Supervising Office App Opr
Telephone Operator	Supervising Telephone Operator
Clerk Stenographer	Supervisor of Accounts
DEMO	Psychiatric Aide
Senior Clerk	Psychiatric Technician
Senior Office Appliance Opr	IM Technician
Senior Telephone Operator	Psychiatric Charge Technician
Senior Account Clerk	IM Worker
Senior Clerk Transcriber	Alcoholism Counsellor
Senior Clerk Stenographer	Coordinator of Volunteers
Senior DEMO	Graduate Nurse
Principal Clerk	IM Specialist
Principal Office Appliance Opr	Investigator, CWA
Principal Account Clerk	Social Worker
Principal Clerk Transcriber	Training Technician
Principal Clerk Stenographer	Social Worker Specialist
Principal Data Control Clerk	Senior Training Technician
Principal DEMO	Data Processing Technician
Supervising Account Clerk	
Supervising Clerk	

Section 2. The individual holding the position of clerical to the Fiscal Officer shall be excluded from the unit as a confidential employee.

Section 3. Any new title authorized for use by the Employer at the Agency will be negotiated for inclusion or exclusion from the bargaining unit. In the event that agreement between the Employer and the Union is not reached, the title will be excluded from the bargaining unit pending resolution by the Public Employee 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 2/40 of the employee's weekly base salary 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 (10th) 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.

Section 3. If an employee chooses not to become a member of the Union, then that employee will be required to pay a representation fee to the Union in lieu of dues. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as majority representative.

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under N.J.S.A. 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all such claims, suits, orders of judgements

brought or issued against the Employer that shall arise out of any of the provisions of the Article.

Section 5. 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 6. The Employer agrees that there will be one-half hour granted to the Union to address new employees at Orientation Sessions.

Section 7. The Union will be permitted an aggregate of 30 days per calendar year of time off with pay and 15 days per calendar year without pay for the purpose of conducting Union business. The Local 1087 union president will have an additional five (5) days off per year with pay, effective January, 1996. 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 8. Any employee seeking to make use of such time shall notify the Employer and present an authorization form from the Union. The employee shall report to and from their work station before and after the Union activity. The Employer shall report all usage to the Agency Personnel Officer who shall keep a record of the total time utilized.

Section 9. Authorized Union representatives not to exceed four (4) shall be released from duty for such collective negotiation

sessions as are mutually scheduled to take place during work time and shall suffer no loss in regular pay.



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 law 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 subject to the limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of the 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.

Section 5. The Employer shall permit the Union to use the interoffice mail system, but no use of metered postage will be permitted.

## ARTICLE 4

### PERSONNEL PRACTICES AND DISCIPLINARY ACTION

Section 1. Each employee may review the contents of their personnel file upon request and may authorize a Union representative to accompany them while they review their file. An employee shall have the right to respond to any document in their personnel file within 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 accessible only to authorized personnel.

Section 3. Employees shall be given a copy of all memos and documents which are to be included in the personnel file. This shall not apply to routine records, for example attendance, etc. Additionally, employees will be afforded the opportunity to initial all documents which are of a disciplinary nature prior to such placement in the file.

Section 4. Disciplinary action which results in loss of pay and/or discharge 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.

## ARTICLE 5

### GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which 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 any appropriate member of Management. However, if such discussion involves a matter covered by the definition of a "contractual grievance", any resulting grievance shall be processed only through Union representation.

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 which 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 which shall be processed up to and including the Director of Human Services, and shall hereinafter be referred to as a "non-contractual grievance".

Section 3. Presentation of a Grievance. The Employer agrees that at each step of the grievance procedure there shall be no

loss of pay for the time spent in presenting the grievance by the grievant and one Union representative.

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 their immediate Supervisor within 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 15 days shall be deemed to constitute an abandonment of the grievance. In the event the issue grieved is outside the authority of the immediate Supervisor to resolve, the grievant shall file the grievance with the appropriate person as designated by the Agency Personnel Officer. The Supervisor shall render a written decision within 5 working days after receipt of the grievance.

#### Step 2

If dissatisfied with the Supervisor's decision, then the grievant must file their complaint with their Administrative Supervisor within 5 working days. The Administrative Supervisor will render a written decision within 10 working days after receipt of the grievance.

#### Step 3

In the event satisfactory settlement has not been reached, the grievant shall file the complaint with the Division Director within 5 working days following the determination at Step 2. The Director,

shall render a written decision within 10 working days after the receipt of the complaint.

#### Step 4

Should the grievant disagree with the decision of the Division Director, the grievant may, within 5 working days, submit a statement to the Director of Human Services as to the issue in dispute. The Director of Human Services shall review the decision of the Director of Social Services together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Director of Human Services. The Director of Human Services will render a written decision within 20 working days after this matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Director of Human Services shall be final.

#### Step 5

(a) Any unresolved contractual grievance, except matters involving appointment, promotion or assignment or matters within the exclusive province of New Jersey Department of Personnel [DOP], may be appealed to arbitration only by the Union. The Union must file the request for arbitration within 20 working days after the receipt of the written decision of the Director 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 DOP 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 a panel maintained by PERC.

(e) The parties shall meet at least 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 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. 1998. All employees in the unit and employed by the County on the date of final ratification of this Agreement by the Union, shall receive a raise of two and one-quarter percent ( 2.25 % ), effective the first pay, in January 1998, and retroactive to that date, including retired or deceased employees who were on the payroll as of December 31, 1997. Increment and seniority step movement will occur in 1998. Eligible employees on leave of absence without pay, including non-work related disability, will receive retroactive adjustments upon return to active duty. [Appendix A].

Section 2. 1999. All employees in the unit employed by the County on or before December 31, 1998, shall receive a raise of two percent ( 2 % ) effective the first pay in January 1999. Seniority step movement will occur in 1999, but there will be no increment movement. [Appendix B].

Section 3. To be eligible for placement on seniority steps on January 1, 1998, an employee must have been at maximum (Step 10) for at least twelve months as of January 1 of that year and have a date of hire as set forth below. Movement on seniority steps will take place only on January 1, 1998 and January 1, 1999.

**Hire Dates for 1998 Seniority Steps:**

1/5/78 - 1/4/83 ..... Step A [15 years]

1/5/73 - 1/4/78 ..... Step B [20 years]

Earlier than 1/5/73 ... Step C [25 years].



**Hire Dates for 1999 Seniority Steps:**

1/5/79 - 1/4/84 ..... Step A [15 years]

1/5/74 - 1/4/79 ..... Step B [20 years]

Earlier than 1/5/74 ... Step C [25 years].

Section 4. Increments and seniority steps are mutually agreed to be part of the negotiated overall wage increase for this agreement only and they are not automatic except as provided within this Agreement for the duration thereof. In no case will an increment or seniority step accrue or be paid beyond the express term of this agreement except as negotiated in a successor agreement.

Pay raises resulting from increment steps and seniority steps will be implemented at the beginning of the payroll period that includes the effective date of the raise.

ARTICLE 7

ANNIVERSARY DATES, PROMOTIONS AND DEMOTIONS

Section 1. Hiring Date. Employees hired from January 1st through March 31st will have an anniversary date of April 1st of the following year; employees hired from April 1st through June 30th will have an anniversary date of July 1st of the following year; employees hired July 1st through September 30th have an anniversary date of October 1st of the following year; employees hired from October 1st through December 31st will have an anniversary date of January 1st of the second year following the year of hire.

Section 2. Promotion Date. Any employee who receives a promotion in which their salary adjustment equals two or more increments in the old range, will automatically have their anniversary date changed from their hiring date to their promotion date and the computation will be as set forth in above.

Section 3. An employee who goes on a leave of absence will have their anniversary date changed as follows:

Calendar Days of Leave	Anniversary Date Change
30 days or less	No change in AD
Over 30 days but equal to or less than 120	AD change of 1 quarter
Over 120 days but equal to or less than 210	AD change of 2 quarters
Over 210 days but equal to or less than 300	AD change of 3 quarters
Over 300 days but equal to or less than 390	AD change of 4 quarters

Section 3. Promotions. An employee who is 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 one increment of the present salary range plus the amount (if necessary) to adjust and equalize their salary to the proper step of the new range.

Section 5. Demotions. If an employee is subsequently appointed to another title with a lower salary range, their salary will be reconstructed, or equalized, on the basis of their previous employment record.

Section 6. The following job openings, excepting entrance 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 which 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 the job in accordance with Department of Personnel 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 absent the hired employee's address.

Section 7. 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 8. Employees selected for transfer or reassignment will be given five (5) days notice by the Personnel Officer or the Administrative Supervisor. The Employer agrees not to routinely involuntarily transfer the Local Union President, Branch President, and Chief Shop Steward.

Section 9. The Agency Personnel Officer will send New Jersey Department of Personnel 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 a 15 minute break in the morning and in the afternoon. The normal work week 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 35 hour work week.

The Employer agrees to compensate employees for overtime at the rate of time and one-half 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 given 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. There shall be established a joint County-Union

committee to review flex time issues and to complete a report of recommendations on same. Each party shall designate four (4) members of the Committee. The Employer shall schedule the meetings of the Committee and will include an expected agenda for each meeting.

## 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, the employee 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 bargaining 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. Employee participant selection shall be in accordance with the following preferences, with seniority with the Employer 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 qualified 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 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 1/2 days. Sick and vacation days taken on Extended Days shall be charged at the rate of 10 1/2 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. 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 New Jersey Department of Personnel 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 their 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 their 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 their 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 extended hours shall not be changed during the life of this Agreement, unless the Employer, at its discretion, shall terminate the Extended Hours 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	Independence Day
Martin Luther King's Birthday	Labor Day
Abraham Lincoln's Birthday	Columbus Day
George Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
	Christmas 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 day as a 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 Chosen Freeholders. This 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:

YEARS OF SERVICE	DAYS EARNED PER YEAR	DAYS EARNED PER MONTH
1st - 5th	12	1
6th - 12th	15	1-1/4
13th - 20th	20	1-2/3
21st onward	25	2-1/12

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

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. Vacation leave may be taken in quarter-hour increments. Any unused vacation may be carried forward into the next succeeding year only. Beginning in 1999, any carryover of unused vacation leave must be approved by the employer and must be taken on or by March 31 of the successive year, or the time will be lost to the employee.

Section 3. Earned vacation leave will be paid upon termination.

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 remainder of the first (1st) calendar year of employment, thereafter fifteen (15) days per year. This is 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 quarter-hour increments.

Section 2. Personal Leave. Providing reasonable notice is given to the Employer, and subject to the discretion of the Director 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 (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 1/4 day per month.

Employees will be entitled to four such days after the tenth (10th) year of employment.

Personal Leave shall not accrue from year to year.

Personal Leave may be taken in half-day increments.

Section 3. Bereavement Leave. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child, including step-child. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent, grandchild, foster child or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship 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 in excess of six months at any one time, nor in excess of 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 leave is requested and the dates for commencing and terminating the leave shall be submitted to the Employer. In no event shall a leave be granted to permit an employee to accept outside employment except that leaves to work for the Union may be permitted. Employees granted leave of absence without pay shall have Sick, Vacation and Personal leave credits reduced at the same rate as earned.

Section 5. Staff Development. [this section is reserved and will be reinstated with its full language, as set forth in the 1989-91 CWA-Board contract, at such time as the Employer budgets monies necessary to fund the provisions of this article.]

Section 6. Voluntary Leave Donation. There shall be a



voluntary leave donation program which follows the guidelines set forth in the New Jersey Department of Personnel regulations. This section shall not be subject to the grievance procedure.

ARTICLE 14

MEDICAL BENEFITS

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

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

Section 3. The provisions of Board resolution # 94-267 shall apply, and the traditional indemnity medical insurance program shall not be offered to employees hired on July 4, 1994 or thereafter, and 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.

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

Section 5. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of 20 hours weekly. Temporary employees are not eligible for these benefits.

Section 6. The County agrees that it will cooperate with employees to arrange for a payroll deduction from electing employees so that they might purchase additional TDI coverage on the open market.

## 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, 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 Human Services 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.

Section 4. If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

Section 5. The Employer will provide the Union with a list of products which 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 date 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 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, the Employer will pay for health insurance for employees who retire with twenty-five (25) years service or under a disability retirement.

## ARTICLE 17

### AUTOMOBILE EXPENSES

Section 1. The parties agree that each employee who is authorized and required to use their personal automobile for Employer's business shall be paid \$ 0.27 per mile; and automobile business insurance 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.

Beginning June 1, 1998, mileage reimbursement shall be increased to \$ 0.28 per mile; and on January 1, 1999, mileage reimbursement shall be increased to \$ 0.29 per mile.

Section 2. Employees will not be required to transport minor children in their personal automobiles. An agency car will be provided 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 Management's rights 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 N.J.S.A. 59:10A-3 shall be exercised by the Employer with the advice and counsel 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 any employee acts negligently within the scope of employment.



ARTICLE 19

EQUAL TREATMENT

Section 1. The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, creed, color, marital status, armed forces obligations, physical handicap, religion, political affiliation, sexual preference, union membership or legal union activities.

Section 2. It is understood that alleged violations of this Article by either the Union or the Employer shall be pursued before administrative or judicial forums instead of the grievance procedures contained in this Agreement.

ARTICLE 20

BARGAINING CLAUSES AND RENEWAL

Section 1. The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment that the terms and conditions of employment 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.

Section 3. This Agreement shall be effective as of the first day of January 1998 and shall remain in full force and effect until the 31st day of December 1999.

This Agreement shall be effective January 1, 1998 and shall continue in force and effect until December 31, 1999.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of \_\_\_\_\_, 1998.

COUNTY OF MONMOUTH

\_\_\_\_\_  
by: Director HARRY LARRISON, JR.

COMMUNICATIONS WORKERS OF AMERICA [CWA], LOCAL 1087

\_\_\_\_\_ by:  
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**APPENDIX A**  
**1998 CWA SALARY SCHEDULE - EFFECTIVE 01/01/98 (APPROX 2.25% OVER 1997)**  
**CWA CLERICAL/PROFESSIONAL UNIT**

RANGE	INCR- MENT	ENTRY STEP	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP	SENIOR STEP	A STEP	B STEP	C STEP
4	802	15235	16037	16839	17641	18443	19245	20047	20849	21651	22453	23255	233	23488	23720	23953
5	842	15997	16839	17681	18523	19365	20207	21049	21891	22733	23575	24417	244	24661	24905	25150
6	884	16797	17681	18565	19449	20333	21217	22101	22985	23869	24753	25637	256	25893	26150	26406
7	928	17637	18565	19493	20421	21349	22277	23205	24133	25061	25989	26917	268	27186	27455	27725
8	975	18518	19493	20468	21443	22418	23393	24368	25343	26318	27293	28268	283	28551	28833	29116
9	1023	19445	20468	21491	22514	23537	24560	25583	26606	27629	28652	29675	297	29972	30269	30566
9A	1049	19931	20980	22029	23078	24127	25176	26225	27274	28323	29372	30421	304	30725	31029	31333
10	1075	20416	21491	22566	23641	24716	25791	26866	27941	29016	30091	31166	312	31478	31789	32101
11	1128	21438	22566	23694	24822	25950	27078	28206	29334	30462	31590	32718	327	33045	33372	33700
11A	1157	21973	23130	24287	25444	26601	27758	28915	30072	31229	32386	33543	335	33878	34214	34549
12	1185	22508	23684	24879	26064	27249	28434	29619	30804	31989	33174	34359	344	34703	35046	35390
12A	1214	23073	24287	25501	26715	27929	29143	30357	31571	32785	33999	35213	352	35566	35917	36269
13	1244	23635	24879	26123	27367	28611	29855	31099	32343	33587	34831	36075	361	36436	36797	37167
14	1306	24817	26123	27429	28735	30041	31347	32653	33959	35265	36571	37877	379	38266	38636	39013
15	1371	26058	27429	28800	30171	31542	32913	34284	35655	37026	38397	39768	398	40166	40563	40961
16	1440	27360	28800	30240	31680	33120	34560	36000	37440	38880	40320	41760	418	42178	42595	43013
17	1512	28728	30240	31752	33264	34776	36288	37800	39312	40824	42336	43848	438	44286	44725	45163
18	1588	30164	31752	33340	34928	36516	38104	39692	41280	42868	44456	46044	460	46604	48265	47426
19	1667	31873	33540	35007	36674	38341	40008	41675	43342	45009	46676	48343	483	48826	49310	49793
20	1750	33257	35007	36757	38507	40257	42007	43757	45507	47257	49007	50757	608	51285	51772	52280
21	1838	34919	36757	38595	40433	42271	44109	45947	47785	49623	51461	53299	633	53832	54366	54898
22	1930	36665	38595	40525	42455	44385	46315	48245	50175	52105	54035	55965	660	66625	67084	67644

**APPENDIX B**  
**1999 CWA SALARY SCHEDULE - EFFECTIVE 01/01/99 (APPROX 2% OVER 1998)**  
**CWA CLERICAL/PROFESSIONAL UNIT**

RANGE	INCR. MENT	ENTRY STEP	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP	SENIOR STEP	A STEP	B STEP	C STEP
4	818	15540	16358	17176	17994	18812	19630	20448	21266	22084	22902	23720	237	23957	24194	24432
5	859	16317	17176	18035	18894	19753	20612	21471	22330	23189	24048	24907	249	25156	25406	25654
6	902	17133	18035	18937	19839	20741	21643	22545	23447	24349	25251	26153	262	26415	26676	26938
7	947	17980	18937	19884	20831	21778	22725	23672	24619	25566	26513	27460	275	27735	28009	28284
8	994	18890	19884	20870	21872	22866	23860	24854	25848	26842	27836	28830	288	29118	29407	29696
9	1044	19834	20878	21922	22966	24010	25054	26098	27142	28186	29230	30274	303	30577	30879	31182
9A	1070	20330	21400	22470	23540	24610	25680	26750	27820	28890	29960	31030	310	31340	31661	31961
10	1096	20826	21922	23018	24114	25210	26306	27402	28498	29594	30690	31786	318	32104	32422	32740
11	1151	21867	23018	24168	25320	26471	27622	28773	29924	31075	32226	33377	334	33711	34045	34378
11A	1180	22414	23594	24774	25954	27134	28314	29494	30674	31854	33034	34214	342	34556	34898	35240
12	1208	22961	24169	25377	26585	27793	29001	30209	31417	32625	33833	35041	350	35391	35742	36092
12A	1239	23534	24773	26012	27251	28490	29729	30968	32207	33446	34685	35924	359	36283	36642	37002
13	1269	24108	25377	26646	27915	29184	30453	31722	32991	34260	35529	36798	368	37166	37634	37902
14	1332	25314	26646	27978	29310	30642	31974	33306	34638	35970	37302	38634	388	39020	39407	39793
15	1399	26579	27978	29377	30776	32175	33574	34973	36372	37771	39170	40569	406	40976	41380	41786
16	1469	27908	29377	30846	32315	33784	35253	36722	38191	39660	41129	42598	426	43024	43450	43876
17	1542	29304	30846	32386	33930	35472	37014	38556	40098	41640	43182	44724	447	45171	45618	46068
18	1619	30769	32388	34007	35626	37245	38864	40483	42102	43721	45340	46959	470	47428	47898	48368
19	1700	32307	34007	35707	37407	39107	40807	42507	44207	45907	47607	49307	493	49800	50293	50786
20	1785	33922	35707	37492	39277	41062	42847	44632	46417	48202	49987	51772	618	52280	52807	53326
21	1875	35617	37492	39367	41242	43117	44992	46867	48742	50617	52492	54367	644	54911	55464	56098
22	1968	37389	39367	41335	43303	45271	47239	49207	51175	53143	55111	57079	671	57650	58221	58791

This Agreement shall be effective January 1, 1998 and shall continue in force and effect until December 31, 1999.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of \_\_\_\_\_, 1998.

COUNTY OF MONMOUTH

\_\_\_\_\_  
by: Director HARRY LARRISON, JR.

COMMUNICATIONS WORKERS OF AMERICA [CWA], LOCAL 1087

Carol E. Ghy, CWA Rep by:  
Carol Bernard Pres

Branch of Hampton  
Charlene L. Shannon

Marlene Ryan  
Jeff E. Ghy