

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 2284
[CARE CENTERS]

JANUARY 1, 2011 through DECEMBER 31, 2014

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	UNION BUSINESS	5
4	SENIORITY/JOB DESCRIPTIONS	6
5	MANAGEMENT RIGHTS	8
6	NO STRIKE PROVISION	9
7	WORK RULES	10
8	DISCIPLINE AND DISCHARGE	11
9	GRIEVANCE PROCEDURE	12
10	SALARY	14
11	UNIFORMS	17
12	WORK SCHEDULES	18
13	OVERTIME	20
14	WEATHER EMERGENCY	22
15	CALL-IN TIME	23
16	INSURANCE	24
17	VACATIONS	27
18	PAID LEAVES/UNPAID LEAVES	29
19	HOLIDAYS	33
20	DEATH IN FAMILY	36
21	EQUAL TREATMENT	37
22	SAFETY AND HEALTH	38

23	GENERAL PROVISIONS	39
24	DURATION OF THE AGREEMENT	41

PREAMBLE

Section 1. This Agreement ("Agreement"), is by and between the Monmouth County Board of Chosen Freeholders ("County" or "Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2284 ("AFSCME" or "Union"), and represents the complete and final understanding between the parties.

Section 2. This Agreement has as its purposes the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.



ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative of employees in the following job classifications, including senior variants, within the Monmouth County Division of Health Care Facilities:

1. Building Maintenance Worker
2. Building Service Worker
3. Building Service Worker LPL
4. Certified Nurses Aide*
5. Cook
6. Food Service Worker
7. Institutional Attendant*
8. Laundry Room Worker
9. Linen Room Attendant
10. Maintenance Repairer
11. Maintenance Repairer LPL
12. Practical Nurse (LPN)
13. Recreation Therapy Aide
14. Senior Certified Nurses Aide*

Section 2. Employees in the above classifications, and no others, shall have the right to be represented in this negotiations unit.

*clinical ladder titles



ARTICLE 2
UNION SECURITY

Section 1. The Employer agrees to deduct the Union monthly membership dues from the from the pay of each employee who individually requests in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made. These authorizations shall be irrevocable during the term of this Agreement, or as may otherwise be provided by applicable law. The Union will provide written notification to the Employer at least thirty (30) days in advance of any change in dues structure.

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

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

Section 4. The Union's entitlement to the representation fee shall continue beyond the expiration date of the Agreement so long as the Union remains the majority representative of the employees in the negotiations unit, provided no modification is made in this provision by a successor Agreement.



Section 5. The Union shall establish and maintain at all times a "demand and return" system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a demand and return system, or if membership is not so available, the Employer may immediately cease making said deductions until the matter is remedied.

Section 6. The Employer shall provide the Union with a list of all new employees who have successfully completed their probationary period. This notification shall take place every three (3) months.

Section 7. The Union will indemnify and hold the County harmless against any and all claims, suits, demands, orders, or judgments brought or issued against the County as a result of any action by the County taken pursuant to the provisions of this Article.



ARTICLE 3
UNION BUSINESS

Section 1. Employees elected to any Union office or selected by the Union to do work that takes them from their employment with the County shall, at the written request of the Union, be granted a leave of absence without pay, not to exceed one year.

Section 2. Duly elected officials of the local Union (whose election has been certified to the Employer by the state Union) who are selected as delegates, or as their designee or alternate, shall be granted an aggregate of thirty-five (35) days for each year of this Agreement to attend duly verified Union conventions and/or seminars held by the state Union. Notice for attendance at a Union convention or seminar shall be given to the Employer in writing at least fourteen (14) calendar days prior to the expected attendance. The Employer may request proof of attendance.

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

Section 4. Union business, except as set forth above, may not be conducted within the Care Centers during work hours by Union members. The local president or designee shall be allowed reasonable time to investigate grievance issues during work hours so long as patient care is not adversely affected.

Section 5. Union representatives who are not employees of the Employer may visit the Care Centers for the purpose of discussing Union representation matters so long as such visits do not interfere with work at the Care Centers. Such representatives shall provide a minimum of twenty-four (24) hours notice of an intended visit to the Employer.



ARTICLE 4
SENIORITY/JOB DESCRIPTIONS

Section 1. Seniority is defined as an employee's total length of service with the Employer, beginning with the original date of hire. In the event two employees commence employment on the same date, seniority shall be determined alphabetically. New employees shall be considered to be on probation for a period of three (3) months from date of hire. The Employer shall provide the Union once every three (3) months with a list of all new employees who have successfully completed their probationary period.

Section 2. In all cases of promotions, shift assignment, vacation schedules and transfers between facilities, employees with the greatest amount of seniority shall be given preference, provided the employee has the ability to perform the work involved. In case of shift assignment requests, the Employer may, in its sole discretion, decline to grant a request to move from a day shift to an evening or night shift or from an evening shift to a night shift.

The Employer agrees that where circumstances permit, day-to-day work assignments of employees will be made in such a manner as will provide senior employees with experience that will improve their ability to qualify for promotions in line with seniority. In the event of a layoff, the local Union president shall be the last to be laid off and the first to be recalled after layoff, if legally permissible.

Section 3. The County shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and it shall furnish a copy of same to the Union upon request.

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

Section 5. The Employer shall offer a Tuition Assistance and Reimbursement Plan to the



same extent and under the same conditions as generally offered by the County to its non-represented employees, provided, however, those employees who were approved for tuition reimbursement on or before November 30, 2012 pursuant to the terms and conditions of Article 5, Section 5 of the prior Agreement shall remain entitled to such reimbursement even if contrary to general County policy.



ARTICLE 5
MANAGEMENT RIGHTS

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

Section 2. The rights retained by the Employer include, but are not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Care Centers; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and sub-contract out services; to relieve or reassign employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

Section 3. The exercise of any of the above rights of this Article shall not conflict with any of the express written provisions of this Agreement.



ARTICLE 6
NO STRIKE PROVISION

Section 1. In addition to any other restrictions under the law, neither the Union nor any of its members or agents will cause or threaten to cause a strike, job action or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

Section 2. The Employer shall not cause a lockout.

Section 3. If either of the parties or if any person violates this Article then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County of Monmouth or the Superior Court, Law Division, Monmouth County.



ARTICLE 7
WORK RULES

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

Section 2. A copy of written procedures shall be available to the local Union president. The parties agree only new rules modifying existing written expressed provisions of this Agreement shall be negotiated before established.

Section 3. The parties agree the County of Monmouth Disciplinary Action Guidelines, dated October 2006, are acceptable. It is understood that in disciplinary proceedings the Employer will refer to the Guidelines as well as to an employee's past record of disciplinary action for guidance in determining an appropriate disciplinary penalty for the current specific offense. Reasonable effort will be made to ensure any discipline given is progressive in nature.



ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 1. It shall be the policy of the Employer to base the discipline or discharge of an employee on just cause.

Section 2. The sole right to discipline or discharge employees for cause is retained by the Employer.

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

Section 4. No claim involving discipline or discharge shall be submitted to grievance arbitration if the matter is subject to the appeal procedures of the New Jersey Civil Service Commission ("Commission"). Minor disciplinary actions not subject to the appeal procedures of the Commission may be submitted to the grievance procedure contained in Article 9 of this Agreement, commencing at Step 2.

Section 5. It is understood that part of the duties of all employees includes the recording and reporting of infractions or violations of Care Center policy. This shall be done on forms that are available to all employees. The extent of any discipline shall remain the prerogative of the Employer.



ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute that may arise between the parties involving the application, meaning or interpretation of this Agreement, and shall be settled in accordance with the procedures set forth in this Article.

Section 2. The grievance procedure shall consist of four (4) steps:

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

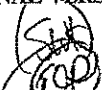
Step 2. If the grievance has not been settled at Step 1, it shall be reduced to writing, signed and dated by the aggrieved employee, and presented by the local Union to the appropriate Care Center Administrator within ten (10) calendar days after the response from Step 1 was given or due, whichever is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

Step 3. If the grievance has not been settled at Step 2, it shall be presented by the local Union to the Director of the Department of Human Services ("Director") within ten (10) calendar days after the response from Step 2 was given or due, whichever is earlier. A written reply by the Director shall be given to the employee and Union within ten (10) working days thereafter.

Step 4. If the grievance is still unsettled at Step 3, the Union may request arbitration within thirty (30) calendar days after the reply of the Director was given or due, whichever is earlier. If arbitration is requested, a copy of the request for a panel of arbitrators that the Union has submitted to the New Jersey Public Employment Relations Commission ("PERC") shall be given to the Director and to the County's Human Resources Director.

Section 3. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and Union through the offices of PERC. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and argument.

Section 4. Expenses for the arbitrator's services shall be borne equally by the Employer



and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 5. The arbitrator shall not have the power to alter, amend, add to or revise any part of this Agreement.

Section 6. The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the discipline or grievance procedure. Employees so designated by the Union will be permitted to confer with Union representatives and employees and with Employer representatives regarding matters of employee representation during their break and lunch periods.



ARTICLE 10
SALARY

Section 1. Due to current financial constraints, there shall be no increase in pay from 2010 base salaries for 2011, 2012, or 2013. There shall similarly be no increase in pay from 2010 base salaries for 2014, except that if the County voluntarily implements a general, across-the-board wage increase to its employees not represented for purposes of collective negotiations, the Union shall be entitled to reopen this Agreement for the sole purpose of negotiating in good faith whether its members should also receive a salary increase in 2014. The Union shall provide written notification within thirty (30) days of the County's implementation of any such increase, and notification of same to the Union, that the Union wishes to exercise its right to reopen or it irrevocably waives its right to do so.

Section 2. All minimum salaries during the term of this Agreement shall not be increased, except the Employer reserves the right to increase minimum hiring salaries from time to time, provided that no present member of the negotiations unit will be paid less than whatever minimum is established and provided that any such change will be made known to the local Union president prior to actual implementation.

Section 3. Employees working on weekends shall be paid an additional seven and one-half percent (7.5%) of their hourly rate for each hour worked during the shift beginning at 11:00 P.M. on Friday and ending at the end of the shift at 7:00 A.M. on Monday. The Monday 7:00 A.M. shift shall not be included.

Section 4. Promotions. When an employee is promoted or reclassified from one class to another having a higher salary range, that employee's salary shall be increased by three percent (3%) of base pay or adjusted to the salary rate of the minimum of the new salary range, whichever is greater. It is understood that the salary adjustment shall not be such as to put the



salary above the maximum of the established salary range for the new position.

Section 5. Performing in Higher Classification. An employee who is approved to perform work in a higher ranking classification will be paid the minimum of the higher classification rate or 3%, whichever is higher, when performing those duties for longer than five (5) days. An employee may be assigned to work in a higher classification at no increase in pay for a reasonable time, not to exceed five (5) days. There shall be a three percent (3%) adjustment for duty designated "in charge."

Section 6. If an employee is not scheduled to work any hours on a Friday payday, that employee's paycheck may be picked up on that date or made available the next scheduled day. If an employee is scheduled to work Friday hours, then paychecks will be distributed during those hours. Employees may elect to choose direct deposit of their paychecks.

Section 7. Employees who are engaged in patient care and required to be away from Care Center premises during their lunch time as a part of patient care shall receive a meal allowance in the amount of \$8.00 in cases where the absence is as a result of a patient care assignment given without a day's notice. The Care Center administration shall endeavor to pay the employee from petty cash, if available. This section shall not apply if at least a day's notice of the off-premises assignment has been given (e.g. if told Tuesday for Wednesday).

Section 8. It is understood that during the term of this Agreement the weekly hours of work for many employees covered by this Agreement will be reduced. Upon the effective date of such reduction in the work week, all such employees affected by this reduction shall have their weekly salaries reduced by a commensurate amount. As examples, a full-time employee whose work week has been reduced from 37.5 hours to 35 hours, which is a 6.67% reduction in hours worked, shall have his or her weekly salary reduced by an equivalent 6.67%. A full-time



employee whose work week has been reduced from 36.25 hours to 35 hours, which is a 3.45% reduction in hours worked, shall have his or her weekly salary reduced by an equivalent 3.45%.



ARTICLE 11
UNIFORMS

Section 1. All employees shall wear presentable uniforms in accordance with the Employer's policies.



ARTICLE 12
WORK SCHEDULES

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

Section 2. Because the Care Centers operate on a twenty-four (24) hour per day, 7 day per week schedule, employees will be assigned schedules so as to ensure continuous coverage to residents. In order to more efficiently accomplish this goal, the current block system of scheduling will continue only for full-time (minimum 35 hours per week) employees. Part-time employees, working less than 35 hours per week, understand and acknowledge they will be required to fill in open positions according to the Employer's needs and their schedules may change at the Employer's discretion with a minimum of two (2) weeks advance notice. This provision is not intended to modify existing requirements for mandatory weekend duty.

Section 3. It is agreed there is an obligation on the part of each employee involved in patient care to work 26 weekends, or 52 weekend days (Saturday and Sunday), during a calendar year. It is also agreed that there is an obligation on the part of each employee not involved in patient care to work an equal number of weekends throughout the year as required for their respective areas of responsibility.

If an assigned weekend day duty is missed, then the employee's future schedule will be adjusted to include an additional weekend day duty, provided that such future scheduling will occur not more than thirty (30) days from the day or days missed. Volunteering for overtime on a weekend shall not defray this annual scheduled obligation. Employees will be allowed to call out sick on two (2) weekend days per calendar year, which may be non-consecutive, without the obligation of having to make up those two (2) weekend days through subsequent weekend duty



during that calendar year.

Section 4. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shift in accordance with their seniority and consistent with the provisions set forth in Article 4, Section 2 of this Agreement. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

Section 5. For calendar years 2011 and 2012, the traditional scheduled shift hours for nursing are 7:00 a.m. – 3:15 p.m. for those assigned to the day shift; 3:00 p.m. – 11:15 p.m. for those assigned to the evening shift; and 11:00 p.m. – 7:15 a.m. for those assigned the night shift. Existing shifts for other titles shall remain as at present. Management reserves the right to offer other shift variations if requested by an employee or agreed to by an employee at the request of management.

Section 6. Effective January 1, 2013, or on such later date as the Employer may decide in its sole discretion, all full-time employees shall work a thirty-five (35) hour workweek. Shifts for both full and part-time employees shall be eight (8) consecutive hours in length and shall include a one (1) hour unpaid meal period, which the Employer may schedule at its reasonable discretion so as to ensure adequate staffing coverage at all times.

Nursing shift hours shall be 7:00 A.M. until 3:00 P.M. for those assigned to the day shift; 3:00 P.M. – 11:00 P.M. for those assigned to the evening shift; and 11:00 P.M. – 7:00 A.M. for those assigned to the night shift. Existing shifts for non-nursing titles shall be established in accordance with current practice.

The Employer may offer other shift variations in its sole discretion if requested by an employee or agreed to by an employee at the request of management.



ARTICLE 13
OVERTIME

Section 1. Overtime shall be distributed as equitably as possible within each Care Center. Preference will be given to part-time employees for an overtime assignment so long as that overtime assignment will be performed by the part-time employee at straight time rates; and if not, then there shall be no such preference. The employer shall offer overtime to employees on the previous shift on a seniority basis, rotating the list from the employee with the most shift seniority to the employee with the least shift seniority, notwithstanding management's discretion to exclude any employee who has used any unauthorized time within the last thirty (30) days.

Section 2. If an employee commits to scheduled overtime and fails to fulfill his or her obligation, this will be considered the same as failure to report to work and may result in appropriate disciplinary action as well as future overtime eligibility restrictions.

Section 3. Sick time shall not be counted as time worked toward payroll calculations of eligible overtime.

Section 4. It is agreed that the Employer shall consider an employee's request that mandate not be imposed prior to a mandate work requirement. It is understood, however, that the decision of the Employer to require mandated work is a management decision and final, though it is acknowledged that there is a statutory reporting responsibility to the State when a mandate is required.

Section 5. If an employee is called in on overtime when he or she is regularly scheduled to be off and the employee arrives within one (1) hour of the beginning of the shift, that employee shall be paid overtime from the beginning of the shift. If an employee is called in on overtime when he or she is regularly scheduled to be off after the beginning of a shift, the employee will be paid from the time of the call-in so long as he or she arrives for overtime



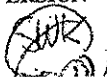
within one (1) hour of the call-in.

Section 6. Employees shall be paid at straight time for all overtime hours worked until a minimum of forty (40) hours are worked in a workweek, or if the Employer so chooses, a minimum of eighty (80) hours are worked in any fixed and regularly recurring work period of fourteen (14) consecutive days. Thereafter, all overtime hours shall be paid at the rate of time and one-half (1 and $\frac{1}{2}$), except that if the Employer chooses to utilize the fourteen-day period for the purpose of calculating overtime, it shall also pay overtime at the rate of time and one-half (1 and $\frac{1}{2}$) for any hours worked by any employee over eight (8) in any workday, which will be calculated in accordance with the requirements of Section 7(j) of the federal Fair Labor Standards Act.



ARTICLE 14
WEATHER EMERGENCY

Section 1. Because the nature of the work at the Care Centers requires continuous operations on a twenty-four (24) hour per day, seven (7) days a week basis, the Care Centers are never closed. In situations where the Monmouth County Board of Chosen Freeholders declares a day off for non-essential employees due to an emergency, it is understood that the Care Centers will remain in operation and employees who work during such times will be paid double time.



ARTICLE 15
CALL-IN TIME

Section 1. Any employee who is requested and returns to work during periods other than the employee's regularly scheduled shift shall be paid time and one-half (1 and ½) for such work and shall be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked. If the employee's call-in work assignment and regular shift overlap, the employee shall be paid time and one-half (1 and ½) for the first two (2) hours of work and at regular rate for the balance of the regular work shift.

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

Section 3. If an employee is called in, he or she will be assigned to the post offered when called in.



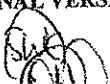
ARTICLE 16
INSURANCE

Section 1. It is agreed 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 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.

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 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.

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

Section 4. 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 January 1, 2013, 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:

<u>Non-Mail Order</u>	
Retail (brand)	\$20.00 (current \$15)
Generics	\$10.00 (current \$5)

<u>90 days Mail Order</u>	
Retail (brand)	\$15.00 (current \$10)
Generics	\$5.00 (current \$0)

Section 5. For the period between January 1, 2011 through December 31, 2012, all part-time employees who work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly shall be eligible for health benefit coverage. Effective January 1, 2013 and thereafter, part-time employees shall only be 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, except for those part-time employees hired by the County prior to March 27, 2008, who shall continue to receive health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Effective January 1, 2013 and thereafter, any part-time employee who was hired on or after March 27, 2008, or any existing full-time employee hired on or after that date whose hours are reduced to less than thirty (30) hours weekly (except where contrary to state or federal law) shall not be eligible for any health benefit coverage. At no time are temporary employees eligible for any health benefit coverage.

Section 6. 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.

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



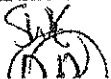
ARTICLE 17
VACATIONS

Section 1. Employees shall be entitled to vacation time based on length of service as follows:

1. One (1) working day for each month worked during the first (1st) calendar year of employment.
2. Twelve (12) working days per year after the first (1st) calendar year of employment up to and including five (5) years of service earned at rate of one (1) day per month.
3. Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years of service earned at the rate of one- and-one quarter (1-1/4) days per month.
4. Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years of service earned at the rate of one-and-two thirds (1-2/3) days per month.
5. Twenty-five (25) working days per year after twenty (20) years of employment earned at the rate of two-and-one twelfth (1-1/12) days per month.

Section 2. Those employees who are employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave; those employees who are employed for less than six (6) months during the first calendar year of employment shall not have that year included in the computation for years of service in determining vacation leave.

Section 3. Part-time employees shall receive vacation leave on a pro-rata basis (e.g. an employee on half-time service, after the first calendar year will receive six (6) working days vacation per calendar year). Part-time employees are defined for this provision as employees who work less than the regularly scheduled workweek, but at least twenty (20) or more hours in a workweek.



Section 4. Vacation carryover into a succeeding year will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. An employee may request a maximum of one week of earned vacation allowance to be forwarded into the next succeeding year. The request shall be made in writing to the County Administrator on or before November 15, and any approved carryover vacation time must be used by April 1 of the succeeding year or irrevocably lost.

Section 5. An employee may request use of vacation leave around holidays if requested in writing and approved in advance by the appropriate department head, however, the decision of the department head shall not be subject to the grievance procedure.



ARTICLE 18
PAID LEAVES/UNPAID LEAVES

Section 1. **Leaves In General.** Employees shall be entitled to paid and unpaid leave in accordance with this Article.

Section 2. **Sick Leave.** Sick leave may be used by employees who are unable to work because of personal illness or injury, exposure to contagious disease, or for the care, for a reasonable period of time, of a seriously ill member of the employee's immediate family or because of death in the employee's immediate family, for a reasonable period of time.

During the first year of employment, sick leave is earned at the rate of one (1) day for each month of service from the date of appointment up to and including December 31st next following such date of appointment. Thereafter, fifteen (15) days sick leave are advanced each calendar year. If any employee requires none or a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to their credit from year to year as accumulated sick leave.

If an employee is absent for five (5) consecutively scheduled workdays on sick leave, the employee is required to produce acceptable evidence as to the nature of the limitation and length of time of the employee's absence as per a physician's certificate. However, this provision is not intended to preclude or limit in any way the Employer's discretionary ability on a case-by-case basis to require such evidence from an employee for any usage of sick leave, even if shorter than five (5) consecutively scheduled workdays.

An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave, shall notify their immediate supervisor, by telephone or personal message, at least two (2) hours before the start of the employee's shift, except in case of emergency.



Employees will be allowed to use available vacation time to cover serious illnesses or injuries or longer term illness or injury if they have exhausted their yearly sick leave and accumulated sick leave. Examples of serious illness or injury qualifying for this provision include pneumonia or a broken/fractured limb. Such vacation use must be requested in advance if possible and may be subject to competent medical verification at the request of the Employer.

Because the Care Centers need to assure a fit work staff to care for residents with acceptable standards of quality, and because the Care Centers are continuously open 365 days per year, if an employee's sick leave or absence follows any pattern, or a spell is in excess of five (5) days or is excessive, that employee will be required to present an original doctor's note (certificate) when requested by management. This includes instances where an employee is called off of a shift because of family emergency. Any such certificate should contain the date of the physician's visit, date of absence, reason for absence including limitation causing absence, date of return to work and the physician's original signature. An employee who has been absent on sick leave for an aggregate of more than ten (10) days in a twelve (12) month period, even though the individual may have accrued sick time, may be asked for a certificate documenting past medical disability and current medical clearance.

The Union further agrees all employees will abide by the County's existing sick leave policy or any future amendments thereto, provided there is no explicit conflict with any provision of this Article.

Section 3. Administrative (Personal) Leave. Administrative leave days are earned at the rate of one (1) day every four (4) months, for a total of three (3) administrative days with pay within a year, subject to the following terms and conditions:

Application to use administrative leave days shall be made at least five (5) working days



in advance except in case of emergency, subject to the approval of the employee's immediate supervisor and Administrator. No specific reason for the request will be required, except for emergencies. Administrative leave days must be used within the calendar year prior to December 15th of that year and shall not accumulate from year to year. Administrative leave may be granted at the beginning or end of a vacation or paid holiday only with permission of management, which shall not be unreasonably denied.

Section 4. **Unpaid Leaves.** Leaves of absence without pay and for a limited period of time may be granted for a reasonable purpose, including, but not limited to, educational leave that will improve or upgrade employee skills or professional ability relating to a County position, and such leaves may be extended or renewed for any reasonable period up to a total of one year. Reasonable purpose in each case shall be determined on a case-by-case basis at the discretion of management. It is understood that approval for an unpaid leave must be obtained prior to the commencement of that leave, or such absence shall be deemed unauthorized.

Section 5. **Maternity Leave.** Permanent employees who have completed their working test period may request that earned and unused sick leave be granted during the time prior to the expected date of confinement (date of delivery) and or one (1) month after the actual date of delivery upon the presentation of appropriate medical documentation. Any requests for additional leaves of absence without pay for any employee who is unable to return to work because of continuing illness and inability to perform the job may be submitted to the County in accordance with the provisions for a request for leave of absence without pay as provided by Section 4 of this Article.

Section 6. **Military Service.** Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a



training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity in accordance with applicable law at the time.

Section 7. Jury Duty. Employees shall be granted to leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between the jury duty compensation they receive and their regular wages for each day of jury service. Any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee to the County Treasurer.

Section 8. Unused Sick Leave Benefit. If the County chooses to offer an unused sick leave benefit to its employees not represented for the purposes of collective negotiations, employees covered by this Agreement shall be similarly entitled to receive such benefit. The terms and conditions of an employee's entitlement to an unused sick leave benefit shall be identical to those set by existing general County policy or any future amendments thereto.

Section 9. Sick Leave Incentive Program. The County shall offer a sick leave incentive program to encourage attendance. Those employees who use four or fewer sick leave days during a calendar year shall be entitled to a \$400.00 cash award, to be paid on or before March 31st of the following calendar year. For purposes of this provision, any usage of sick leave during a day, even if the employee is not out of work for the full day, shall count as one of the four allowable sick leave days. Part-time employees shall be eligible for this benefit only on a pro-rated basis. This provision shall continue until this Agreement expires on December 31, 2014, but not beyond that date unless negotiated for inclusion in a successor agreement.

Section 10. Family and/or Medical Leave. It is agreed that all family/medical leave shall be in conformance with established County policies.



ARTICLE 19
HOLIDAYS

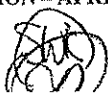
Section 1. For 2011 and 2012, the following days are recognized as paid holidays and observed on the days set forth in the annual list of official holidays promulgated by the County:

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

For 2013 and thereafter, the following days are recognized as paid holidays and observed on the days set forth in the annual list of official holidays promulgated by the County:

New Year's Day	Labor Day
Martin Luther King's Birthday	Election Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. Employees scheduled to work on the above listed holidays are to be compensated at the rate of time and one-half (1-1/2) for each hour worked, plus a regular day's wages. In order to be eligible for holiday pay, an employee must have worked his or her full regular scheduled workday before and after the holiday. Any additional holidays generally granted to County employees by resolution of the Board of Chosen Freeholders shall also be granted (except, as noted above, starting in 2013, Lincoln's Birthday, Washington's Birthday/President's Day, and Columbus Day shall no longer be observed as holidays at the Care Centers, and the Day after Thanksgiving shall similarly not be observed as a holiday). Starting on January 1, 2013, the parties agree part-time employees who do not work on an above-listed holiday will have their holiday pay for that day pro-rated, and this shall resolve any dispute



relating to holiday pay for part-time employees prior to that date.

Section 3. Holiday payroll coding shall occur as follows:

For 2011 and 2012, when an employee is scheduled to work on a holiday, but calls out sick, the employee is entitled to straight time pay for the holiday and is also entitled to sick leave pay at straight rate. But, sick leave hours are also to be charged against the employee's sick leave balance.

Effective January 1, 2013 and thereafter, if an employee is scheduled to work on a paid holiday, but calls out sick, that employee shall not receive any holiday pay. The employee shall be entitled to receive sick leave pay at straight rate, but sick leave hours shall be charged against the employee's sick leave balance. Additionally, the employee will be rescheduled to work on another holiday in keeping with the required holidays to work. Employees acknowledge they will be subject to discipline in the event of any sick leave abuse relating to this provision.

If an employee is scheduled to be off on a paid holiday, but agrees to work on that holiday due to the staffing needs of the Employer, that employee shall receive pay at one and one-half (1 and ½) his or her straight time rate.

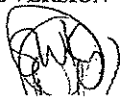
When an employee's regular day off is scheduled on a paid holiday, the employee is entitled to straight time pay for the holiday or the employee may schedule another day off within the pay period with the approval of management. Because the primary concern when scheduling is to ensure resident care and safety, if another day off cannot be scheduled within the pay period, the employee will then be paid straight time for the holiday.

Section 4. An employee who works a second shift on a holiday, in addition to his or her regular holiday shift, shall be paid at the rate of time and one-half (1 and ½) for the second shift



work.

Section 5. During the month of December of a preceding year, an employee may submit a request to float up to seven (7) holidays to alternate dates to be specified at the time of the request for use within the upcoming calendar year. If a floating holiday cannot be scheduled, then Section 3, above, shall be followed.



ARTICLE 20
DEATH IN FAMILY

Section 1. Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, civil union or domestic partner, child or step-child.

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

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

Section 4. Where an employee qualifies for a three (3) day bereavement leave pursuant to Section 2 of this Article, that leave may be extended by two (2) additional days if the employee has available vacation or personal time and requests such additional time prior to its use.



ARTICLE 21
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.

No grievance arising under this Article shall be submitted to the arbitration step of the contractual grievance procedure, but instead shall be submitted to the jurisdiction of the appropriate administrative agency.

Section 2. The Employer and the Union agree that the working environment should be characterized by mutual respect for the dignity of all individuals and that verbal or physical harassment of another individual is inappropriate.



ARTICLE 22
SAFETY AND HEALTH

Section 1. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to ensure their safety and health. The Employee and Union shall each designate a safety committee member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. The safety committee shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The Union's safety committee representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for a period not to exceed one (1) hour per day, unless additional time is authorized by the Employer.



ARTICLE 23
GENERAL PROVISIONS

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

Section 2. Severability. Should any portion of this Agreement be held unlawful or unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately negotiate a substitute for the invalidated portion thereof.

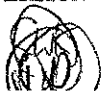
Section 3. Discussions. The Union and the Employer agree to meet on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union's representatives and the Employer's representatives. Either party may request a meeting and shall submit a written agenda of topics to be discussed at least seven (7) days prior to the scheduled meeting date. These meetings are not intended to circumvent the grievance procedure, but rather are to encourage open and free discussion of existing problems concerning both parties.

Section 4. Severance. The parties acknowledge and agree the County has the managerial right at all times to determine whether or not it will continue operating one or both Care Centers. However, in the event the County decides to close, in its entirety, one or both of the Care Centers, and the closure takes place on or before **October 15, 2013**, the County agrees to compensate all affected employees covered by this Agreement by continuing to pay their full salaries from the date of closure through October 15, 2013 as a severance payment.

This provision shall not apply in the following circumstances: (1) if one or both Care Centers close as a result of a natural or other disaster as declared by the federal or state government; or (2) one or both Care Centers close due to an Act of God or other similar event



outside the control of the County rendering the facility or facilities unsuitable for continued operation. This provision shall also not apply in the event the County institutes a layoff action for reasons of economy or efficiency so long as the affected Care Center(s) remains open. Any layoff action shall take place in compliance with applicable Commission regulations.



ARTICLE 24
DURATION OF THE AGREEMENT

This Agreement shall be effective and retroactive to January 1, 2011 and shall continue in force and effect until December 31, 2014.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by its fully authorized representatives this 8th day of April, 2013.

MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

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

Thomas A. Arnone,
Freeholder Director

Debbie Paris

Teri O'Connor

Teri O'Connor,
County Administrator

Louise M. Nelson

Patricia L. Murphy



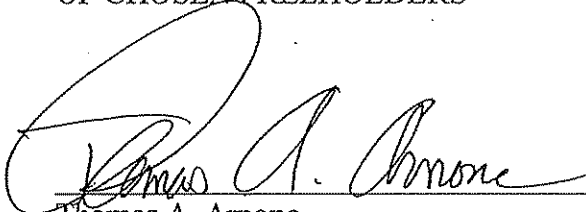
ARTICLE 24
DURATION OF THE AGREEMENT

This Agreement shall be effective and retroactive to January 1, 2011 and shall continue in force and effect until December 31, 2014.

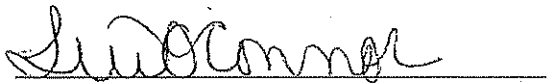
IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by its fully authorized representatives this 8th day of April, 2013.

MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

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



Thomas A. Arnone,
Freeholder Director



Teri O'Connor,
County Administrator

