

AGREEMENT

Between

MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(DIVISION OF SOCIAL SERVICES – CLERICAL/PROFESSIONAL)

Local 1087

January 1, 2022 – December 31, 2025

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PREAMBLE

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

ARTICLE 1
RECOGNITION

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

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

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

Analyst Trainee
Assistant Administrative Analyst
Assistant Program Analyst
Clerk 1, 2, 3, 4
Clerk Bilingual 1, 2, 3, 4
Clerk Stenographer 1, 2, 3, 4
Clerk/Telephone Operator
Human Services Aide
Human Services Specialist (“HSS”) 1, 2, 3
Human Services Specialist Bilingual 1, 2, 3
Investigator, County Welfare Agency
Keyboarding Clerk 1, 2, 3, 4

Program Monitor
Receptionist
Senior Receptionist
Social Service Assistant
Social Worker
Social Worker Bilingual
Social Worker Specialist
Social Work Specialist Bilingual
Supervising Account Clerk
Telephone Operator

(Bilingual titles = Spanish & English)

Section 4. Any new title authorized for use by the Employer at the Agency will be negotiated for inclusion or exclusion from the negotiations unit. In the event that agreement between the Employer and the Union is not reached on a particular title, that title will be excluded from the negotiations unit pending resolution by the New Jersey Public Employment Relations Commission (“PERC”).

ARTICLE 2
UNION SECURITY

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

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

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

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

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

January 1, 2019 and every 120 days thereafter, the County will provide the Union with the information required by the WDEA for all negotiations unit employees.

Section 6. The Union will be permitted an aggregate of forty (40) days per calendar year of paid time off and twenty-five (25) days per calendar year of unpaid time off to conduct Union business for both the Clerical/Professional and Supervisory Units. The CWA Local 1087 President will have an additional ten (10) paid days off per year to conduct Union business for both the Clerical/Professional and Supervisory Units. This time shall be used for any off-site Union activities as well as on-site meetings for which there is no provision elsewhere in the Agreement for the matter to be conducted on Employer paid time. These days shall not be cumulative.

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

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

member(s) be released from duty, if granted, Section 6 of this Article shall apply and Union leave time shall be charged.

Section 9. The Employer shall permit the Union to use the interoffice mail system, but no use of metered postage shall be permitted. Pursuant to the WDEA, the Union will be permitted to utilize the County's e-mail system to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union. However, employees remain obligated to follow the County's rules and regulations regarding computer and e-mail usage as set forth in the Employee Guide to Policies, Benefits and Services, Section 4.

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

Section 11. The County shall provide the Union with bulletin boards at the DSS Freehold and Ocean Township facilities for the Union's exclusive use in order to

communicate with negotiations unit members. The Union agrees not to post anything that is profane, obscene, defamatory or constitutes election campaign material, and will provide a courtesy copy of its materials upon posting. Should the Employer have any concerns with any Union posting, it will notify the Union President or designee, in which instance the parties will immediately meet to discuss same.

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

ARTICLE 3
MANAGEMENT RIGHTS

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

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

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

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

Section 5. The Union acknowledges that the Employer has the right to hire employees at non-entry level titles (e.g. HSS 2, instead of HSS 1) provided the individual being hired meets the established Civil Service requirements to be appointed to the position, and also to re-hire former employees of the Agency at any salary between the minimum salary and the salary the former employee was earning at the time he or she separated from service with the County.

ARTICLE 4
PERSONNEL PRACTICES AND DISCIPLINARY ACTION

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

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

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

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

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

Section 6. When any employee covered by this Agreement is suspended from employment as a result of being formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job, his or her County-funded health benefits shall cease after sixty (60) days following the date of the suspension, or as soon as practicable thereafter. The affected employee will then be

offered COBRA benefits to the extent available. This Section shall not become effective until such time as the County implements an identical policy for its non-union employees and notifies the Union of same.

ARTICLE 5
GRIEVANCE PROCEDURE

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

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

Section 3. Presentation of a Grievance. The Union shall have the option of bypassing any steps of the grievance procedure as set forth in Section 4, if effective relief may not be found at a lower step. In such instance, the Union shall file its grievance at the lowest step where effective relief may be granted. The employer's failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. The time limits at any step may also be relaxed by mutual written consent. The grievant and up to two (2)

Union representatives shall be permitted to present a grievance at all steps of the grievance procedure with no loss of pay.

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

STEP 1

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

STEP 2

In the event a satisfactory settlement has not been reached at Step 1, the grievant shall file his or her complaint with the grievant's administrative supervisor within five (5) working days after the determination at Step 1 was issued or due. The administrative supervisor will render a written decision within ten (10) working days after receipt of the complaint.

STEP 3

In the event a satisfactory settlement has not been reached at Step 2, the grievant shall file his or her complaint with the grievant's Division director within five (5) working days after the determination at Step 2 was issued or due. The Division director shall render a written decision within ten (10) working days after the receipt of the complaint.

STEP 4

In the event a satisfactory settlement has not been reached at Step 3, the grievant may, within five (5) working days after the determination at Step 3 was issued or due, submit a statement to the Director of the Department of Human Services as to the issue in dispute. The Director shall review the decision of the Division director together with the disputed issues submitted by the grievant. The grievant and/or a Union representative may request an appearance before the Director. The Director shall render a written decision within twenty (20) working days after the matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Director shall be final.

STEP 5

- (a) Any unresolved contractual grievance, except matters involving appointment, promotion or assignment or matters within the exclusive province of the Civil Service Commission may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the written decision of the

- Director of the Department of Human Services on the grievance or lack thereof.
- (b) Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
 - (c) The grievant may pursue the Civil Service Commission procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected.
 - (d) The arbitrator shall be selected on a case-by-case basis from the members of the arbitration panel maintained by PERC.
 - (e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
 - (f) The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.
 - (g) The arbitrator may prescribe an appropriate back pay remedy when a violation of this Agreement is found, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except no award may be made that exceeds the authority of the Employer.

- (h) The arbitrator shall have no authority to prescribe a monetary award as penalty for violation of this Agreement.
- (i) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall confine any decision solely to the interpretation and application of this Agreement and to the precise issue submitted for arbitration. The arbitrator shall have no authority to determine any other issues not so submitted nor shall observations or declarations of opinions, which are not essential in reaching this determination, be submitted.
- (j) The costs and services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- (k) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- (l) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible and shall issue a decision, in writing, within thirty (30) days after the close of the hearing.
- (m) Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence as to the prior conduct of the other party.

ARTICLE 6
SALARY

Section 1. 2022. Effective and retroactive to January 1, 2022, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who were in the negotiations unit on or before December 31, 2021 shall receive a flat base pay wage increase of \$1,269, then a base wage percentage increase of 2.50%.

Section 2. 2023. Effective and retroactive to January 1, 2023, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who were in the negotiations unit on or before December 31, 2022 shall receive a flat base pay wage increase of \$1,269, then a base wage percentage increase of 2.50%.

Section 3. 2024. Effective January 1, 2024, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who were in the negotiations unit on or before December 31, 2023 shall receive a flat base pay wage increase of \$1,269, then a base wage percentage increase of 2.50%.

Section 4. 2025. Effective January 1, 2025, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who were in the negotiations unit on or before December 31, 2024 shall receive a flat base pay wage increase of \$1,269, then a base wage percentage increase of 2.50%.

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

Section 6. Consistent with current practice, employees must be on the payroll as of the date the Agreement is ratified by the membership of the Union to be eligible for

any retroactive salary payments. If an employee is on an unpaid leave, he or she will receive retroactive pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay will be paid within 45 days after the Memorandum of Agreement accepting the terms of this Article was adopted by both parties.

Section 7. Starting salaries for all titles for 2022-2025 are set forth in Appendices A through D of the Agreement. During the course of this Agreement, if a starting salary is adjusted upwards for a particular title in a particular year, employees in that title shall either receive an increase to their minimum starting salary or the applicable increase provided in Sections 1 through 4 of this Article, whichever is greater.

Section 8. The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's annual salary is now paid in twenty-four (24) bi-monthly installments. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

ARTICLE 7
PROMOTIONS, DEMOTIONS AND OTHER EMPLOYEE MOVEMENTS

Section 1. Job Postings. The following job openings, except entry-level clerical positions, shall be simultaneously disseminated to all negotiations unit members via electronic mail (*a.k.a.* a “blast e-mail”): a newly created position, a vacancy that occurs through a leave of absence, resignation, termination or the first vacancy resulting from a promotion. No vacancy shall be deemed to exist where one or more employees have bumping rights to the position in accordance with Civil Service Commission regulations. Posting a temporary position or a position reclassified by desk audit will be at the Employer’s option. The Union shall receive a copy of all notices, selections, non-posted bumping changes, reclassification, and letters of hire.

Section 2. Transfers. Employees who are interested in being transferred may send a memo to their Section/Office head so that their interest in a transfer will be known and taken into consideration in the event of future non-posted vacancies.

Section 3. Transfers and Reassignments. Employees selected for transfer or reassignment will be given five (5) days notice by the Employer. The Employer will not routinely involuntarily transfer the Local Union President, Branch President, and Chief Shop Steward.

Section 4. The Human Resources Administrator will send Civil Service Commission promulgated examination results to the Union President upon receipt.

Section 5. Any employee serving as a HSS 1 who has successfully completed his or her first full twelve (12) months of employment will be considered for a provisional promotion as a HSS 2, along with the applicable pay increase. Employees who are not provisionally appointed as a HSS 2 pursuant to this provision will be reconsidered for

such appointment after a six (6) month period, during which the employee will be provided with supplemental training.

Section 6. Starting salaries for promotional titles for 2022-2025 are established in Appendices A through D of this Agreement. Promotional salary increases (and increases associated with a temporary assignment pursuant to Article 9 of the Agreement) shall be to the established starting salary, or a percentage increase of five percent (5%), whichever is greater.

Section 7. Demotions: Demotions to a lower-ranking title (such as a disciplinary demotion or a return to a lower-ranking title because an employee did not successfully complete a working test period) will result in the employee's pay being reduced by the exact dollar amount his or her pay was increased at the time of the promotion, regardless of any across-the-board raises received since the date of the promotion. Example: If any employee who received a promotional salary increase from \$50,000 to \$55,000 is demoted at any time thereafter, the salary reduction shall be exactly \$5,000 from whatever the employee's salary may be as of the effective date of the demotion.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1. All full-time employees agree to work a thirty-five (35) hour week, with fifteen (15) minute breaks in the morning and in the afternoon. The normal workweek shall consist of five (5) consecutive seven (7) hour days, Monday through Friday. These fifteen (15) minute breaks shall not be divided into smaller amounts, nor taken at the beginning or end of the workday or used to extend an employee's lunch period, absent express approval from management.

Section 2. Overtime is defined as all work performed in excess of the thirty-five (35) hour workweek, including work that may be assigned on weekend days, except as specifically provided for through the Extended Hours Program set forth in Article 10 of this Agreement. The Employer agrees to compensate employees for overtime at the rate of one and one-half (1 and ½) their regular rate of pay. Compensation may be in the form of time off or in the form of a cash payment. All overtime must be authorized by the Employer.

If the Employer seeks employees to work on weekend days, it shall be at the overtime rate, and the Employer shall first seek volunteers for the assignment based upon seniority among those employees qualified and capable of performing the assignment, in the Employer's discretion. In the event there are no such volunteers, such work may be assigned on a reverse seniority basis. The Union shall have the right upon request to review the list of employees chosen to work the weekend assignments.

Section 3. In the event of inclement weather or other operational emergency (e.g. power failure at the Agency's facilities), 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 or other emergency situation arises. Employees remaining for a skeleton crew shall be granted compensatory time off on an hour-for-hour basis.

Section 4. The Agency will close on Christmas Eve at 2:00 p.m. Effective 2023, there shall no longer be an hour-long lunch break on Christmas Eve, rather, all employees shall be entitled to a single twenty (20) minute break period, which shall not be scheduled before 11:00 A.M.

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

Section 6. Inclement Weather Days. When the state of New Jersey or other applicable governmental agency declares a travel restriction due to a State of Emergency, which affects the ability of a negotiations unit employee to report to his or her work location on a day when the County remains open for business, such employee may use his or her leave time to be excused from work with pay. If an employee has time in his or her personal or vacation leave banks or compensatory time available, that time must be used first (in the order of the employee's choosing). If no such time is remaining, then sick time may be used. Inclement weather day usage will in no instance affect or reduce any employee's pre-scheduled leave.

ARTICLE 9
TEMPORARY ASSIGNMENT

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

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

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

ARTICLE 10
EXTENDED HOURS PROGRAM

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

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

Section 3. Hours of Work. Employees participating in the Extended Hours Program shall work nine (9) days within each two-week period, instead of the usual ten (10) days. During that two-week period, participating employees shall be required to work beyond the normal Agency closing time of 4:30 P.M., but no later than 8:30 P.M., as necessary and required for the Employer to provide services to the public, for a total not to exceed seven (7) extended hours during each two-week period. As no overtime will be paid for participating in the Program, participating employees will not be permitted to exceed forty (40) hours of work in any workweek.

Participating employees may be assigned to alternate work locations anywhere within Monmouth County, potentially including facilities maintained by third parties, and to work extended hours any day of the workweek (meaning weekends are excluded). The Employer will establish an anticipated schedule of work, including the specific work

location and days on which extended hours will be worked, for each Extended Hours position sought, so that individual employees shall have the opportunity to determine whether or not they wish to apply for each available position. The Employer shall further establish a minimum period of commitment for each Extended Hours position. The Employer shall have the ability to modify any Extended Hours assignment as necessary based upon legitimate operational needs, but in doing so shall provide as much advance notice to participating employees as reasonably possible.

Travel to an alternate work location under the Extended Hours Program, when starting from either the DSS Freehold or Ocean Township facilities, shall be considered working hours, and the employee shall be given reasonable time to allow for travel. If the employee uses a personal vehicle for such travel, mileage for travel to the alternate work location shall be paid in accordance with Article 17 of this Agreement.

Section 4. Employee Participation. The Employer shall provide electronic notification to all negotiations unit members requesting each Extended Hours position, which shall be open for no less than a two-week period. Only full-time employees may participate in the Extended Hours Program and an employee must be capable and qualified to perform the specific assignment for each Extended Hours position, in the discretion of the Employer. If there is more than one employee who has applied for a specific Extended Hours position, then it shall be awarded to the most senior employee capable and qualified of performing the assignment. The Employer shall maintain a list of applicants who are not selected in the event an Extended Hours position becomes vacant, and shall seek a replacement on the basis of seniority. The Employer shall provide the Union with a list of applicants for each Extended Hours position, and the

Union shall be entitled to confirm that established procedures for selection of applicants have been followed.

If, despite the Employer's best efforts, it is unable to locate a qualified applicant for a specific Extended Hours position working at any DSS facility, the Employer retains the right to appoint a qualified employee to that Extended Hours position. In such instance, the assignment shall be made to the least senior employee qualified and capable of performing it. Any such assignment shall not last more than four (4) months, and that employee shall not again involuntarily be assigned to an Extended Hours position for a minimum period of one (1) year after the assignment ends.

Once selected, an employee shall only withdraw from participation in the Program if there are serious, extenuating circumstances that would make continued participation a substantial hardship to the employee. The Employer may deny participation or discontinue participation of an employee in the Program 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.

An appointment to a specific Extended Hours position shall be no longer than twelve (12) months so thereafter the position may be reposted to give other interested employees the opportunity to apply for it. When an Extended Hours position is reposted, the Employer shall select from the most senior qualified applicant according to the following preferences: 1. New applicant to the Program; 2. Prior participant in the Program; and 3. Current participant in the Program.

Section 5. Scheduling. An employee in the Extended Hours Program may request the day he or she wishes to take off from work in advance of each two-week period, which shall not be on a day where the employee is scheduled to work Extended Hours. The employee's requested day off will be accommodated unless there is a scheduling conflict such as lack of sufficient coverage in the employee's unit (such as because of pre-scheduled vacations). In such an instance, the employee will be required to select an alternate day off. The employee's supervisor, subject to administrative oversight, shall make the final determination as to the day off. 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. A participant shall be entitled to an additional fifteen (15) minute break if an extended day goes beyond 6:30 P.M.

Section 6. Absences. The Union and the Employer both recognize that attendance on extended days is critical to the success of the Extended Hours Program and it is understood that participant use of all forms of leave time on those days is discouraged and may require verification. If an employee must be absent on a day when he or she is scheduled to work Extended Hours, the employee's immediate supervisor and the Extended Hours Administrator must be notified as soon as the absence is known. The Employer shall have the right to assign another qualified employee to temporarily fill in an Extended Hours position in the event of absence for any reason. An employee serving as a short-term substitute (for coverage of up to three (3) days for the same assignment) for an Extended Hours position shall receive time and one half (1 and ½) for all hours worked outside of his or her regular schedule.

- (a) Personal, Sick and Vacation Days. Personal time may be utilized on an Extended Hours day only in emergent, unanticipated circumstances. If an employee uses any form of personal time off on a day where he or she is scheduled to work Extended Hours, that employee will be charged based upon the hours scheduled to be worked on the particular day.
- (b) Jury Duty. An employee who is scheduled for jury duty on an Extended Hours day shall report to work at the conclusion of court proceedings. A participant who is scheduled for jury duty on a scheduled day off will receive an alternate day off.
- (c) Conference Attendance. A participant in a conference on an Extended Hours day will report to work at the conclusion of the conference and, unless the conference was mandated, such attendance shall require approval by the Extended Hours Administrator in addition to the normal approvals. If a conference is mandated for a scheduled day off, another day off shall be scheduled.
- (d) Civil Service Examinations. Where a Civil Service Commission examination for a job title in use by the Employer is scheduled on an Extended Hours day, a participant shall be permitted to leave work at the regular close of business on that day and shall not lose his or her scheduled day off. Such employees 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 ten (10) workdays per two-week period. If a participant continues in an Extended Hours assignment following an extended leave, that

employee shall resume the Extended Hours schedule at the beginning of the first two-week period following his or her return.

Section 7. Holidays. When a holiday falls on a scheduled day off, the regular workday as near to the holiday as possible will be utilized as the holiday, subject to supervisory approval. When a holiday falls on an Extended Hours day, the employee shall be entitled to his or her regularly scheduled day off during that pay period.

Section 8. Emergency Closings. Emergency closings affecting participants in the Extended Hours Program shall be handled as follows:

- (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 9. Renewal. The terms and conditions of the Extended Hours Program shall not be changed during the term of this Agreement, unless the Employer, at its discretion, terminates the Program. In such instance, the Employer and the Union agree to reopen this Agreement to explore options.

ARTICLE 11
HOLIDAYS

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

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

*The parties note that Juneteenth is both a federal and state holiday, but depending on the year, the federal and state holidays may fall on different days. In such years, the Employer shall have the unilateral right to select which day the Juneteenth holiday will be celebrated.

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. Effective 2024, this floating holiday shall be eliminated.

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

ARTICLE 12
VACATIONS

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

<u>Years of Service</u>	<u>Days Earned Per Year</u>	<u>Days Earned Per Month</u>
1 st – 5 th	12	1
6 th – 12 th	15	1 1/4
13 th – 20 th	20	1 2/3
21 st 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 pro-rated.

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

Section 3. Vacation leave may be taken in increments of fifteen (15) minutes.

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

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

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Sick Leave. All full-time employees will be granted sick leave at the rate of one (1) day per month, or major fraction thereof, during the first calendar year of employment. Thereafter an employee shall receive fifteen (15) sick leave days per year, which shall be cumulative. During the first calendar year of employment an employee must actually earn sick leave before utilizing it. Part-time employees will be granted sick leave on a pro-rated basis. Sick leave may be taken in increments of fifteen (15) minutes. An employee who has incurred or shall incur a break in service, as a result of a separation due to layoff, shall be credited with sick leave accrued both before separation and after return to employment. An employee incurring a break in service for any other type of separation shall have his or her sick leave computed from the date of return to employment.

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

shall not accrue from year to year. Personal leave may be taken in increments of fifteen (15) minutes.

Section 3. Bereavement Leave. Employees shall be granted five (5) days off, with pay, in the event of the death of a parent, step-parent, spouse, civil union/domestic partner, sibling 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, which is defined as a parent-in-law, grandparent, grandchild, foster child or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

Section 4. Unpaid Leave. Leave without pay may be granted at the discretion of the Employer for permanent employees. Such leave may not be granted for a period exceeding six (6) months at any one time, nor exceeding one (1) continuous year, except for educational leave, which may not exceed two (2) consecutive years. A written statement from the employee setting forth the reasons why such leave is requested and the dates the proposed leave will begin and end shall be submitted to the Employer. In no event shall leave be granted to permit an employee to accept outside employment, except to work for the Union. An employee granted a leave of absence without pay shall have sick, vacation and personal leave credits reduced at the same rate as earned.

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

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

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

Section 8. Sick Leave Incentive. Employees who do not use any sick time whatsoever in a calendar year shall be credited with one (1) additional personal day off in the following calendar year. This additional personal day, if awarded, shall not carry over from year to year. Employees must be on the active payroll as of January 1st of a calendar year to be eligible for this incentive.

ARTICLE 14
MEDICAL BENEFITS

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

Section 2. All benefits-eligible negotiations unit employees entering County employment (excluding any intergovernmental transfers) who select County-sponsored medical benefits must initially enroll in the County's OMNIA healthcare plan(s). Such enrollments must be maintained, unless medical benefits are waived, for a period of no less than one (1) year plus any period of time leading up to the implementation date of the following plan year, which currently runs from October 1st through September 31st in the following year. This provision shall be implemented for all negotiations unit employees who commence County employment starting on the first day of the month after this Agreement is approved by all of the parties. Any employees hired prior to that date shall continue to elect their benefits as they traditionally have during annual open enrollment and as their eligibility dictates.

Section 3. The traditional indemnity medical insurance program shall not be offered to employees hired on July 1, 1994 or thereafter. Furthermore, in accordance with Freeholder Resolution #94-267, any new employee hired on or after July 1, 1994

will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

Section 4. Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County’s employees not represented for purposes of collective negotiations. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

Non-Mail Order

Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)

90 days Mail Order

Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

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

Section 6. The temporary disability benefit provided by the County to employees of the negotiations unit shall be \$300.00 per week. All existing terms and conditions of this benefit as of December 31, 2021 shall continue to apply. The County will cooperate with employees to arrange for a payroll deduction from electing employees for the purpose of purchasing additional TDI coverage on the open market.

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

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

ARTICLE 15
HEALTH AND SAFETY

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

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

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

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

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

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

Section 6. The parties recognize that during the course of the COVID-19 Public Health Emergency, the County was required to adjust its usual operations for the health and safety of its personnel. The Union agrees that any such actions taken by the County during the COVID-19 Public Health Emergency, or during any future public health emergency declared by the federal or state government, may not following the termination of that emergency be utilized by the Union as evidence of “past practice” in any future grievance, unfair labor practice or other legal challenge it may file with respect to the terms and conditions of employment. This provision shall not prohibit the Union from grieving or otherwise challenging an action taken by the County during the course of a future public health emergency as a violation of this Agreement or established past practice.

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 employment prior to the effective day of retirement, to a maximum of \$15,000.00.

Section 2. 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 (1) year after the effective date of retirement from the Public Employees' Retirement System, but before payment has been made, payment shall be made to the employee's estate.

Section 3. To the extent provided by law, and subject to Freeholder Resolution #94-267, the Employer will pay for health insurance for employees who retire with twenty-five (25) years of service or under a disability retirement. In accordance with Freeholder Resolution #94-267, any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

ARTICLE 17
AUTOMOBILE EXPENSES

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

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

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

ARTICLE 18
LEGAL REPRESENTATION

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

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

ARTICLE 19
EQUAL TREATMENT

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

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

ARTICLE 20
FULL BARGAIN AND SEVERABILITY CLAUSES

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

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

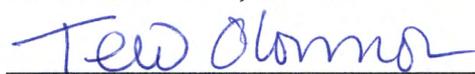
ARTICLE 21
TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective and retroactive to January 1, 2022 and shall continue in full force and effect through December 31, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this ___ day of _____, 2025:

**MONMOUTH COUNTY BOARD
OF COUNTY COMMISSIONERS**

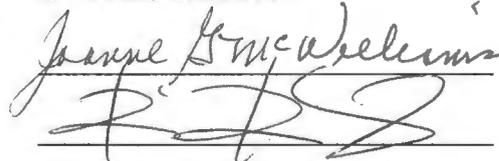

Thomas A. Arnone, Director


Teri O'Connor, County Administrator

**CWA NATIONAL
REPRESENTATIVE**


Leroy T. Baylor

CWA LOCAL 1087


Jeanne B. McAbel

APPENDIX A – STARTING SALARIES 2022

<u>TITLE</u>	<u>STARTING SALARY</u>
Analyst Trainee	\$43,475
Assistant Administrative Analyst	\$47,829
Assistant Program Analyst	\$47,829
Clerk 1	\$30,000
Clerk 2	\$31,500
Clerk 3	\$34,945
Clerk 4	\$42,475
Clerk Bilingual 1	\$30,000
Clerk Bilingual 2	\$33,281
Clerk Bilingual 3	\$38,526
Clerk Bilingual 4	\$42,475
Clerk/Telephone Operator	\$30,000
Human Services Aide	\$32,489
Human Services Specialist 1	\$36,691
Human Services Specialist 2	\$42,475
Human Services Specialist 3	\$46,829
Human Services Specialist Bilingual 1	\$36,691
Human Services Specialist Bilingual 2	\$42,475
Human Services Specialist Bilingual 3	\$46,829
Investigator, County Welfare Agency	\$46,829
Keyboarding Clerk 1	\$30,000
Keyboarding Clerk 2	\$32,489
Keyboarding Clerk 3	\$36,691
Keyboarding Clerk 4	\$42,475
Program Monitor	\$47,829
Receptionist	\$30,000
Senior Receptionist	\$31,500
Social Service Assistant	\$34,945
Social Worker	\$46,829
Social Worker Bilingual	\$46,829
Social Worker Specialist	\$51,629
Social Work Specialist Bilingual	\$51,629
Telephone Operator	\$30,000
Social Worker Bilingual	\$46,829
Social Worker Specialist	\$51,629
Social Work Specialist Bilingual	\$51,629
Supervising Account Clerk	\$42,475
Supervising DEMO	\$42,475
Supervising Telephone Operator	\$42,475
Supervisor of Accounts	\$46,829
Systems Analyst	\$55,647
Telephone Operator	\$28,064
Training Technician	\$46,829

APPENDIX B – STARTING SALARIES 2023

<u>TITLE</u>	<u>STARTING SALARY</u>
Analyst Trainee	\$44,345
Assistant Administrative Analyst	\$48,786
Assistant Program Analyst	\$48,786
Clerk 1	\$30,600
Clerk 2	\$32,130
Clerk 3	\$35,644
Clerk 4	\$43,325
Clerk Bilingual 1	\$30,600
Clerk Bilingual 2	\$33,947
Clerk Bilingual 3	\$39,297
Clerk Bilingual 4	\$43,325
Clerk/Telephone Operator	\$30,600
Human Services Aide	\$35,000
Human Services Specialist 1	\$40,000
Human Services Specialist 2	\$46,829
Human Services Specialist 3	\$50,000
Human Services Specialist Bilingual 1	\$40,000
Human Services Specialist Bilingual 2	\$46,829
Human Services Specialist Bilingual 3	\$50,000
Investigator, County Welfare Agency	\$47,766
Keyboarding Clerk 1	\$30,600
Keyboarding Clerk 2	\$33,139
Keyboarding Clerk 3	\$37,425
Keyboarding Clerk 4	\$43,325
Program Monitor	\$48,786
Receptionist	\$30,600
Senior Receptionist	\$32,130
Social Service Assistant	\$36,000
Social Worker	\$50,000
Social Worker Bilingual	\$50,000
Social Worker Specialist	\$52,662
Social Work Specialist Bilingual	\$52,662
Telephone Operator	\$30,600

APPENDIX C – STARTING SALARIES 2024

<u>TITLE</u>	<u>STARTING SALARY</u>
Analyst Trainee	\$45,232
Assistant Administrative Analyst	\$49,762
Assistant Program Analyst	\$49,762
Clerk 1	\$31,212
Clerk 2	\$32,773
Clerk 3	\$36,357
Clerk 4	\$44,192
Clerk Bilingual 1	\$31,212
Clerk Bilingual 2	\$34,626
Clerk Bilingual 3	\$40,083
Clerk Bilingual 4	\$44,192
Clerk/Telephone Operator	\$31,212
Human Services Aide	\$35,700
Human Services Specialist 1	\$40,800
Human Services Specialist 2	\$47,766
Human Services Specialist 3	\$51,000
Human Services Specialist Bilingual 1	\$40,800
Human Services Specialist Bilingual 2	\$47,766
Human Services Specialist Bilingual 3	\$51,000
Investigator, County Welfare Agency	\$48,721
Keyboarding Clerk 1	\$31,212
Keyboarding Clerk 2	\$33,802
Keyboarding Clerk 3	\$38,174
Keyboarding Clerk 4	\$44,192
Program Monitor	\$49,762
Receptionist	\$31,212
Senior Receptionist	\$32,773
Social Service Assistant	\$36,720
Social Worker	\$51,000
Social Worker Bilingual	\$51,000
Social Worker Specialist	\$53,715
Social Work Specialist Bilingual	\$53,715
Telephone Operator	\$31,212

APPENDIX D – STARTING SALARIES 2025

<u>TITLE</u>	<u>STARTING SALARY</u>
Analyst Trainee	\$46,135
Assistant Administrative Analyst	\$50,757
Assistant Program Analyst	\$50,757
Clerk 1	\$31,836
Clerk 2	\$33,428
Clerk 3	\$37,084
Clerk 4	\$45,076
Clerk Bilingual 1	\$31,836
Clerk Bilingual 2	\$35,319
Clerk Bilingual 3	\$40,885
Clerk Bilingual 4	\$45,076
Clerk/Telephone Operator	\$31,836
Human Services Aide	\$36,414
Human Services Specialist 1	\$41,616
Human Services Specialist 2	\$48,721
Human Services Specialist 3	\$52,020
Human Services Specialist Bilingual 1	\$41,616
Human Services Specialist Bilingual 2	\$48,721
Human Services Specialist Bilingual 3	\$52,020
Investigator, County Welfare Agency	\$49,695
Keyboarding Clerk 1	\$31,836
Keyboarding Clerk 2	\$34,478
Keyboarding Clerk 3	\$38,937
Keyboarding Clerk 4	\$45,076
Program Monitor	\$50,757
Receptionist	\$31,836
Senior Receptionist	\$33,428
Social Service Assistant	\$37,454
Social Worker	\$52,020
Social Worker Bilingual	\$52,020
Social Worker Specialist	\$54,789
Social Work Specialist Bilingual	\$54,789
Telephone Operator	\$31,836

APPENDIX E

ATTACHMENT A - AGREEMENT

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

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

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

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

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

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

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

HEALTH CARE PLAN MODIFICATIONS

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

2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.
3. The County may revise its pricing schedule for out-of-network treatment to modify the "reasonable and customary" rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

PHARMACY PLAN MODIFICATIONS

1. The County may implement a "network narrowing" plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County's network: (1) Walgreens, (2) Rite-Aid, (3) CVS.
2. The County may implement "step therapy" procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before "stepping-up" to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient's physician determines that a higher-cost medication is medically required, the physician may contact the County's pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which "step therapy" will apply will be provided to the Union.
3. The County may implement a "dispense as written" policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the "brand" co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes "DAW" or "dispensed as written" or checks the "do not substitute" box on the prescription.
4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Union.

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

For the Union:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated: 8/14, 2015

For the County of Monmouth:

[Signature]

Dated: 8/17, 2015

[Signature]
 Steve Demmer
 Special County Counsel