

AGREEMENT

BETWEEN

**THE MONMOUTH COUNTY CLERK
AND
THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

-AND-

**THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
SEIU, AFL-CIO, LOCAL R2-30**

January 1, 2019 through December 31, 2021

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This Agreement (“Agreement”) is entered into this ___ day of _____, 2019, and is by and between the Monmouth County Clerk (“Employer” or “County Clerk”), the Monmouth County Board of Chosen Freeholders (“County” or “Employer-Funding Agent”) and the SEIU, National Association of Government Employees, Local R2-30 (“Union”).

PREAMBLE

The County Clerk and the County endorse the practice and procedure of collective negotiations as a fair and orderly way of conducting relations with their employees insofar as such practices and procedures are appropriate to the function and obligations of the County Clerk and the County to operate in a responsible and efficient manner consistent with the paramount interests of the public.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County Clerk or the County by the laws or regulations of the state of New Jersey.

It is the intention of this Agreement to provide, where not otherwise mandated by law, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement to prevent interruptions of work and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all non-supervisory, white collar employees of the Monmouth County Clerk including employees in the Records, Elections, Archives and Passports divisions, but excluding managerial executives, confidential employees, supervisors within the meaning of the New Jersey Employer-Employee Relations Act, craft employees, professionals, police, casual employees, employees of the Monmouth County Clerk, Judicial Division and all other employees of the Monmouth County Clerk and County of Monmouth.

Section 2. Consistent with Section 1 of this Article, the parties acknowledge that specifically recognized titles include (but are not limited to): Binding Specialist 1, Clerk 1-3; Clerk Stenographer 1-3; Keyboarding Clerk 1-3; and Records Support Technician 1-3. Senior, principal and bilingual variants of the foregoing titles are also recognized.

Section 3. Any new title authorized for use by the Employer will be included through negotiations between the parties or by a final ruling of the Public Employment Relations Commission (“PERC”).

ARTICLE 2
UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union security:

- (a) All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues and any other applicable fees or costs to the Union.
- (b) At the time of hire, newly hired employees who are within the negotiations unit may be informed by a Union representative that they have the opportunity to join the Union. The Employer shall notify the Union President or his or her designee of any new hire within five (5) working days of such hire.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues and any other applicable fees or costs uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employee monthly dues and any other applicable fees or costs. Such deductions shall be made from the first salary paid during the month. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee.

Section 3. The Union agrees to hold the County Clerk and the County harmless from any action taken under the provisions of this Article.

ARTICLE 3
UNION RIGHTS

Section 1. The Union may designate up to three (3) Stewards and one (1) Chief Steward to be recognized by the Employer as representatives for employees in the negotiations unit. The Union will provide written notification to the Employer of each Steward and Chief Steward that represents the negotiations unit. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. One (1) Union representative shall be released from duty with pay to investigate or discuss a grievance, workplace related-complaint or other workplace issue. The designated representative shall request permission to do so from his or her immediate supervisor, which shall be approved or rejected as expeditiously as possible and shall not be unreasonably denied. One (1) Union representative shall be released from duty with pay to represent a negotiations unit member at a disciplinary interview and up to two (2) Union representatives shall be released from duty with pay to represent a negotiations unit member at a formal disciplinary proceeding. Up to two (2) Union representatives shall be released from duty with pay to meet with management about a pending grievance or to represent the Union at a formal grievance arbitration hearing. If the Union seeks to have any additional negotiations unit member(s) be released from duty for any of the foregoing matters, if granted, Section 8 of this Article shall apply and Union leave time shall be charged.

Section 3. An authorized representative of the Union may have access to the County Clerk's offices upon application to the Employer. Such representative of the Union shall not interfere with the Employer or cause them to neglect their work.

Section 4. The Union shall have the right to meet with newly hired

employees, without charge to the pay or leave time of the employees, for a minimum of thirty (30) and a maximum of sixty (60) minutes, within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

Section 5. While an authorized representative of the Union is on County property, the Union shall hold the County Clerk and the County harmless against any injuries or accidents that may occur to that individual.

Section 6. 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. This shall include up to one (1) hour of time immediately prior to and immediately after any negotiations session, if needed, for the purpose of internal Union discussions. Additional leave time for internal Union discussions may be requested by the Union, and shall be granted, on a case by case basis, at the Employer's discretion.

Section 7. The Union will be permitted an aggregate of ten (10) days per calendar year of paid time off for the purpose of conducting Union business. 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. Any employee seeking to make use of Union leave time shall notify the Employer and present an authorization form from the Union at least fourteen (14) days prior to the date leave is requested. The Employer shall not unreasonably deny the use of Union leave time if timely requested, however, any request received less than fourteen (14) days prior to the date leave is requested shall be

approved or denied at the Employer's discretion. If a request to use Union leave time is denied, the Employer shall advise if there is an alternate time when such leave will be made available, if practicable. The employee shall report to and from his or her normal work location before and after the Union activity. The Employer shall maintain a record of the total time utilized.

Section 8. There shall be no discrimination or retaliation by the Employer or Union against the other or against any employee of the County or County Clerk as a result of the performance of the respective duties and obligations of the parties under this Agreement.

Section 9. Any resolutions adopted by the Board of Chosen Freeholders or other published County policies affecting the terms and conditions of employment of employees within the negotiations unit will be provided to the Union within ten (10) business days following the date such resolution is adopted or policy is published.

ARTICLE 4
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 constitutions of the state of New Jersey and the United States of America.

Section 2. The County Clerk has and will continue to retain the right and responsibility to direct the affairs of the department covered by this Agreement in all its various aspects.

Section 3. Among the rights retained by the County Clerk are the rights to direct the working forces, to plan, direct and control all of the operations and services of the department covered in this Agreement, to determine the methods, means, organization and personnel by which such operations and services are to be conducted (including assigning employees to various work assignments and locations, provided the assignment is within the reasonable scope of an employee's job title); to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and providing further that no employee in an affected title shall be paid less than any newly established minimum in accordance with New Jersey Civil Service Commission ("Civil Service Commission") regulations; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (provided such rules are equitably applied and enforced); and to change or eliminate existing methods, equipment or facilities. The exercise of any of the above rights shall not conflict with any express written provision of this Agreement.

Section 4. It is further agreed that the above detailed management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

ARTICLE 5
PERSONNEL PRACTICES AND DISCIPLINE

Section 1. Discipline and/or discharge of an employee shall be for just cause only. The sole right to discipline and/or discharge employees for just cause is retained by the Employer, but the parties recognize the concept of progressive discipline based upon the nature of the facts and circumstances of the alleged incident(s).

Section 2. The Employer will honor the “Weingarten” right with respect to investigatory interviews that may be used as the basis for formal disciplinary action. Upon request, employees will be given a reasonable amount of time to obtain a desired Union representative for an investigatory interview, except in emergent circumstances or if a delay in obtaining that representative would unduly disrupt the Employer’s ability to conduct the investigation.

Section 3. When the Employer issues formal disciplinary action against an employee, it will notify the Union of such action no later than the close of the following business day whenever practicable, unless otherwise directed by the affected employee. Formal disciplinary action includes a formal written reprimand, suspension, demotion, or removal from employment. It does not include performance notices, notices of counseling, and oral and written warnings. Upon request, the Employer will abide by any legal obligations it may have to provide discovery prior to a departmental hearing on formal disciplinary action.

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 Civil Service Commission. Minor disciplinary actions not subject to the appeal procedures of the Civil Service Commission may be submitted to the grievance procedure. An employee may be

subject to the types of discipline (major and/or minor) as set forth in the Civil Service Commission's rules and regulations.

Section 5. Each employee may review the contents of his or her personnel file upon request and have copies of his or her file or portions thereof. An employee may utilize the grievance procedure set forth in Article 6 of this Agreement for any documents that he or she did not receive prior notice of or have prior knowledge.

Section 6. Employees who are promoted or reclassified to another title within a higher salary range shall have their salary adjusted so that it provides an increase of pay of three percent (3%) over their present salary or increased to the entry level salary for the new title, whichever is greater. Entry level rates are set forth in Attachment A to this Agreement.

Section 7. The Employer agrees to post notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Union President, Vice-President and Chief Steward. The filling of these vacancies and positions shall be subject to the Civil Service Commission's rules and regulations.

Section 8. If a reduction of force becomes necessary, it shall take place in accordance with the Civil Service Commission's rules and regulations.

Section 9. The Employer agrees that it shall abide by all federal, state and local laws and regulations relating to equal employment opportunity and the treatment of its employees. It is understood that the Employer's general employment policies are set forth in the County's "Employee Guide to Policies, Benefits, and Services" ("Guide"), which shall be applicable in the absence of a contrary provision in the Agreement.

However, this provision shall not prevent the Union from seeking to negotiate over any future changes in the Guide to the extent that they are negotiable.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance means any complaint concerning:

1. The effect or interpretation, or a claim of breach of this Agreement; or
2. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Any grievance that may arise between the parties shall be resolved utilizing the procedure set forth herein.

Section 2. The following procedure shall be the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure by management to communicate the decision on a grievance within the specified time limit shall permit a grievance to proceed to the next step. Failure at any step of this procedure by the employee to appeal a grievance to the next step within the specified time limit shall be deemed to be a waiver of further appeals of the decision.

To be considered under this procedure, a grievance must be initiated within fifteen (15) working days from the date when the cause for the grievance occurred or when the employee knew or should have reasonably known of it.

INFORMAL STEP. The aggrieved employee, with or without their Union representative, shall meet with the Management official at the lowest level capable of resolving the grievance and orally discuss the grievance. If the Management official lacks the authority to resolve the grievance, he/she shall refer the employee to the appropriate Management official. The Employer shall make a decision and orally communicate this decision to the employee within five (5) business days from the initial presentation of the grievance.

STEP 1. If the grievance is not resolved informally, then the Union may submit a written grievance to the Administrative Clerk within five (5) working days after the oral decision was provided or due, whichever is earlier. The grievance must state the specific provision of the Agreement

brought into question, the remedy sought, and it shall be served by the Union upon the Administrative Clerk. The Administrative Clerk shall respond in writing within ten (10) working days of receipt of the grievance.

STEP 2. If no satisfactory settlement is reached during the first step, the grievance shall be submitted to the Deputy County Clerk within five (5) working days after the Step 1 answer was received or due, whichever is earlier. Within five (5) working days thereafter, the grievance shall be discussed between the Deputy County Clerk and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the decision given by the Deputy County Clerk does not satisfactorily settle the grievance, the Union shall notify the County Clerk, who may meet with a representative of the Union within five (5) working days after the Step 2 answer was received or due, whichever is earlier. A written decision shall be given to the Union within ten (10) working days thereafter.

STEP 4. In the event the grievance is not satisfactorily settled at Step 3, then the employee may elect to proceed through the Civil Service Commission where applicable, or the Union may request arbitration under this Step. However, upon selection of either the Civil Service Commission or arbitration under this Step, the choice becomes exclusive in nature and the employee or Union cannot at a later time use another procedure to settle the grievance. If arbitration is selected, then within ten (10) working days after the Step 3 answer was received or due, whichever is earlier, either party may request PERC to aid their selection of an Arbitrator according to its rules and regulations.

Section 3. Any group or policy grievance shall be presented in writing by the Union in accordance with the Grievance Procedure set forth in Section 2 of this Article.

Section 4. The Arbitrator shall have the power to hear and determine the dispute and issue a final and binding decision, but shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The parties shall share equally the fees and expenses of the Arbitrator but all other costs shall be borne solely by the party incurring them.

ARTICLE 7
SALARY

Section 1. Only those employees employed on the date of ratification of this Agreement by the membership of the Union shall be entitled to any retroactive salary increases pursuant to this Article.

Section 2. All employees in the unit and employed by the Employer on January 1, 2019 shall receive a salary increase of **2.50%**, effective and retroactive to January 1, 2019. Additionally, all such employees shall receive a one-time, non-base payment of \$600.00 in consideration of employee efforts in implementing the realignment of certain Clerk's Office operations.

Section 3. All employees in the unit and employed by the Employer on January 1, 2020 shall receive a flat base pay wage increase of \$500.00, then a base wage percentage increase of **2.50%**.

Section 4. All employees in the unit and employed by the Employer on January 1, 2021 shall receive a flat base pay wage increase of \$500.00, then a base wage percentage increase of **2.50%**.

Section 5. 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. Thereafter, the County is entitled to calculate an employee's annual salary based upon the actual number of work hours in any particular year.

Section 6. In the event that in 2020 or 2021, the County voluntarily implements a general, across-the-board wage increase to its employees not represented for purposes of collective negotiations that is in excess of the amounts provided in Sections 3 or 4 of this Article, the Union shall be entitled to reopen this Agreement for

the sole purpose of negotiating in good faith whether a similar increase should be provided to negotiations unit members. The Union shall provide written notification within thirty (30) days of the County's implementation of such an increase that it wishes to exercise its right to reopen or it irrevocably waives its right to do so.

Section 7. The minimum starting salary for any full-time new employee, regardless of title, shall be \$26,000 for 2019 and 2020, and shall increase to \$26,500, effective January 1, 2021.

Section 8. Any employee specifically designated by the County Clerk as a bilingual employee shall receive a stipend of \$83.33 per month for any month in which the employee has so been designated, up to \$1,000 per calendar year, to be paid as it is earned. Any employee specifically designated by the County Clerk as a back-up bilingual employee shall receive a stipend of \$41.67 per month for any month in which the employee has actually performed bilingual services, up to \$500 per calendar year, to be paid as it is earned. Effective the first day of the month after a memorandum of agreement approving this provision is approved by all of the parties to this Agreement, these stipends will end and instead, an employee holding the Civil Service title of Records Support Technician (Bilingual) shall receive a \$750.00 increase to his or her base wage and an employee holding the Civil Service title of Keyboarding Clerk 3 (Bilingual) shall receive a \$1500.00 salary increase to his or her base wage.

Section 9. Any employee specifically designated by the County Clerk as a photographer shall receive a stipend of \$200.00 per month for any month in which the employee has actually performed photography services, up to \$2,400 per calendar year, to be paid as it is earned.

Section 10. An employee who is authorized by the County Clerk to perform the functions of a higher position shall receive additional compensation equal to three percent (3%) of base pay or the minimum rate for the higher classified position, whichever is higher. This additional compensation shall be paid provided the employee assumes these duties and performs them for a period of at least six consecutive (6) working days. Once an employee works the required days, he or she will receive compensation at the higher rate starting on the sixth work day. The County Clerk agrees it will not unreasonably curtail higher position assignments to avoid this provision.

ARTICLE 8
SENIORITY

Section 1. Seniority is defined as an employee's total length of service with the County, beginning on the last date of hire.

Section 2. Seniority in classification will be considered in transfers and re-assignments in accordance with Civil Service Commission regulations. However, the County Clerk shall have the final authority to reassign or transfer an employee as work load dictates. Seniority shall be given preference only in promotions, demotions, layoff, recall and vacation schedule where the ability to perform work is equal, as determined by the Employer.

Section 3. The County Clerk shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to accuracy of the roster; and if such written objections are not so presented by the Union then the roster shall be deemed accurate for all purposes under the Agreement.

ARTICLE 9
HOURS OF WORK AND OVERTIME

Section 1. The normal work week of full-time employees shall consist of thirty-five (35) hours on five (5) consecutive seven (7) hour days. Normal work days shall be Monday through Friday.

Section 2. All employees shall receive time and one half (1 and ½) pay for all hours worked in excess of forty (40) hours in any given week, provided that only actual hours worked, approved vacation time and approved personal time will be included in determining hours actually worked in a week. Sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.

All employees shall be compensated at one and one-half times (1 and ½) the regular hourly rate of pay for work performed on Saturdays (or sixth day of work) and Sundays (or seventh day of work).

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. The County Clerk recognizes it may be inconvenient for individual employees to work overtime and will give due consideration to each request for relief from overtime work. However, the Employer shall be the sole judge as to the necessity for overtime work.

Section 5. Overtime shall be distributed as equally as practicable among those employees qualified and capable of performing the work available.

Section 6. In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of two (2) hours pay at the overtime rate.

Section 7. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay. The scheduling of all meals and coffee breaks shall be the responsibility of the immediate supervisor, or designee.

ARTICLE 10
HOLIDAYS

Section 1. The following days are recognized paid holidays:

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

To be eligible for holiday pay, the employee must work the scheduled workday before and the scheduled workday after the holiday, unless that day is an excused absence with pay or there are extenuating circumstances to be stated in writing and subject to the approval of the Employer.

Section 2. Employees who are recalled to work duty on any of the above holidays shall be paid at the rate of one and one-half (1 and ½) times the employee's regular rate for each hour worked, split assignments acceptable. The provisions of this Section shall apply only to those holidays listed in Section 1 and shall not apply to those days on which other County employees are released from work early because of inclement weather or other emergency.

Section 3. If a holiday falls on a Saturday, it will be celebrated and compensated accordingly on the Friday preceding said holiday. If a holiday falls on a Sunday, it will be celebrated and compensated accordingly on the Monday following said holiday.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation to be scheduled at the discretion of the Employer.

Section 5. Employees may use personal days or vacation days for the observance of established religious holidays other than those listed as paid holidays.

ARTICLE 11
VACATIONS

Section 1. Employees within the negotiations unit shall receive vacation with pay in accordance with the following schedule:

- (a) One (1) working day per month worked during the first calendar year of employment.
- (b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at the rate of one (1) day per month.
- (c) Fifteen (15) working days per years beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one quarter (1 and $\frac{1}{4}$) days per month.
- (d) Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one and one-third (1 and $\frac{1}{3}$) days per month.
- (e) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two and one-twelfth (2 and $\frac{1}{12}$) days per year.

Section 2. Employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment; however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

Section 3. Vacations shall be taken in five (5) day increments for seniority selections, and for one or more days for non-seniority selections.

Section 4. Vacation schedules, for seniority purposes, must be scheduled between January 1st and March 15th. Employees may request vacation time on a first-come, first-served basis after March 15th. Those not selecting a vacation from the seniority selection, or who have days remaining after making their seniority selection,

may request vacation time of one or more days during the year on a non-seniority basis by written request, subject to Employer approval. The decision of the Employer with respect to granting or denying non-seniority vacations shall not be grievable under this Agreement.

Section 5. Carry-over vacations, if any, shall be permitted in accordance with County policy. Any approved carry-over vacation time must be scheduled for use and used no later than by April 1 of the succeeding year.

Section 6. If an employee is on vacation and becomes ill during that time so as to not allow the employee to continue his/her vacation, and can provide medical proof of such illness, or should a death in the family occur covered by the provisions of the bereavement leave policy set forth in Article 12, Section 3 of this Agreement, then that vacation time may be changed to sick and/or bereavement leave, as applicable, and the employee's vacation leave shall be reinstated. If a holiday occurs during a vacation, it shall not be counted as a day of vacation.

ARTICLE 12
LEAVES

Section 1. Sick Leave. Sick leave is defined as an employee's absence from his or her post of duty because of illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the employee's immediate family requiring the employee to provide constant care to such family member. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 and ¼) days per month worked during each year thereafter.
3. Sick leave will accumulate from year to year.
4. Sick leave may be taken in fifteen (15) minute increments.

The Employer may require proof of illness for any absence in accordance with all applicable laws, including, but not limited to, the rules and regulations of the Civil Service Commission.

If any full-time employee subject to this Agreement uses five (5) or less sick days in any given calendar year, the employee will receive a stipend for each unused sick day out of his or her annual allotment of fifteen (15) sick days. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for purposes of calculating eligibility for, and the amount of, the sick leave incentive. The payment schedule is as follows:

<u>Employee Use:</u>	<u>Payment:</u>
0 days	\$250
1 day	\$235
2 days	\$215
3 days	\$200
4 days	\$185

5 days

\$165

If any part-time employee subject to this Agreement uses five (5) or less sick days in any given calendar year, that employee will receive a stipend for each unused sick day out of his or her pro-rata annual allotment of sick days. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for purposes of calculating eligibility for, and the amount of, the sick leave incentive.

The payment schedule is as follows:

<u>Employee Use:</u>	<u>Payment:</u>
0 days	\$165
1 day	\$150
2 days	\$135
3 days	\$120
4 days	\$100
5 days	\$90

Section 2. Personal Days. An employee is entitled to three (3) administrative leave days for the transaction of personal business upon prior written notice and approval by the Employer. Such leave cannot be accumulated year to year. Approval of administrative leave days shall not be unreasonably withheld. Administrative leave days may be taken in half-day increments or such smaller increments as the Employer may allow in its discretion.

Section 3. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of a parent, sibling, spouse, civil union partner, domestic partner or child, including a step-child, grandchild, or adopted child. An employee shall be granted three (3) days off with pay in the event of the death of a parent-in-law, grandparent or other member of the employee's immediate household.

The Employer reserves the right to verify the legal relationship between the decedent and the employee.

Section 4. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty, or when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee of the County Clerk, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor of New Jersey or the President of the United States. A copy of the subpoena or order to appear must be furnished to the Employer prior to the scheduled absence.

Section 5. Personal Unpaid Leave. An employee may request an unpaid leave of absence for up to six (6) months pursuant to Civil Service Commission regulations. An employee may make application for an extension of the initial six (6) month leave pursuant to Civil Service Commission regulations.

Section 6. Military Leave. A permanent employee who enters into active duty in the United States Armed Forces in time of war or emergency, or who is actively engaged in Reserve or National Guard duty, will be granted a leave of absence in accordance with all applicable laws.

Section 7. Family and Medical Leave. Employees may be entitled to Family/Medical Leave under the Federal Family and Medical Leave Act (“FMLA”) and/or the New Jersey Family Leave Act (“FLA”), N.J.S.A. 34:11b-1, et seq., and the administrative regulations promulgated thereunder, in accordance with all applicable laws and the County’s published Family/Medical Leave policy.

Section 8. Cancer Screening. All employees in the negotiations unit shall be entitled to three (3) hours of leave time for cancer screening annually, so long as that same benefit continues to be provided to the County's non-represented employees.

Section 9. Upon the death of an employee, the County shall pay supplemental compensation to that employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution. This provision shall be subject to any further limitations that may be established by New Jersey law or applicable regulation.

ARTICLE 13
BULLETIN BOARD

Section 1. The Employer shall allow Union the exclusive use of one (1) bulletin board at each worksite, at a location designated by the Employer. The Union shall use the bulletin board for the sole purpose of notifying its membership of meetings and to disseminate other legitimate Union information.

Section 2. A copy of each notice shall be provided to the Employer at the same time it is posted on the Union bulletin board.

ARTICLE 14
HEALTH BENEFITS

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance 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 otherwise required contribution for the employee. The contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

Section 2. The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders, and attached hereto as Appendix A, 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 3. Part-time employees 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, except for those part-time employees hired by the County prior to January 1, 2013, 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. Temporary employees are not eligible for these benefits.

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

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

Section 5. 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. All other 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 6. 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 County's CDL substance abuse testing policy as adopted by formal resolution.

Section 7. 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 Appendix B and is incorporated herein.

ARTICLE 15
SEPARATION FROM SERVICE

Section 1. An employee may separate from service with the Employer by submitting his or her voluntary resignation. An employee who wishes to voluntarily terminate his or her employment shall notify the Employer at least two (2) weeks prior to the effective date of resignation in order for the resignation to be recorded as in good standing. Such notification may be delivered verbally or in writing, and should provide the date and reason for leaving employment. The County Clerk or a designee may accept an immediate oral resignation, but such resignation shall be not considered in good standing unless differently recorded by the Employer.

ARTICLE 16
COMMITTEES

Section 1. A joint Safety and Health Committee shall be established to review safety and health issues in the workplace. Each party shall designate two (2) members of the Committee. The parties shall promptly schedule a meeting at a mutually convenient date and time after either party submits a written request to meet pursuant to this Section, which shall include the proposed agenda.

Section 2. The Union and Employer agree to meet, through their chosen representatives, on a quarterly basis to discuss problems of mutual interest. The parties shall promptly schedule a meeting at a mutually convenient date and time after either party submits a written request to meet pursuant to this Section, which shall include the proposed agenda.

ARTICLE 17
EQUAL EMPLOYMENT OPPORTUNITY

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. If an employee is not promoted from an approved list, the Employer shall provide the employee with the reason for the decision if so requested.

ARTICLE 18
OFFICE SPACE

Section 1. The Union shall be provided with space for a file cabinet. The Union may hold local membership meetings at the Employer's facilities after normal business hours, provided space is available and no additional cost or expense to the Employer or County is incurred. The Union shall request the use of meeting space in advance from the County Clerk or designee.

Section 2. The Union shall be permitted reasonable use of the Employer's telephone and/or facsimile equipment, but such use shall be limited to those calls and/or faxes necessary for legitimate Union business required to be performed during normal business hours.

Section 3. The Employer and/or County shall provide the Union with a copy of any manuals and/or state regulations and/or amendments thereto used to govern employees covered by this Agreement.

ARTICLE 19
INCLEMENT WEATHER

Section 1. On days when the County closes all of its offices because of inclement weather or other emergency, the following wage rates shall apply during the duration of the closure:

- (a) If all County offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any negotiations unit employee working during the closure will receive two (2) times his or her regular wage for all hours actually worked throughout the full shift.
- (b) If all County offices are closed after 9:00 a.m. or for less than a full day, any negotiations unit employee working during the closure will be paid two (2) times his or her regular wage rate for all hours actually worked between the time the County offices are closed and 4:30 p.m. All other hours worked on that day shall be paid at the rate called for in this Agreement.
- (c) This Article shall not apply if less than all County offices are closed.
- (d) During any County-wide closure, daily wages to be paid to those not working will be based upon their average hours worked the previous month.
- (e) In the event County offices are closed before the official opening time, non-essential personnel are excused from reporting to work, but shall receive their regular day's pay. Any employee on pre-approved leave that day will be charged for the day as previously approved. In the event County offices are closed after the official opening time, non-essential personnel shall be excused when the closing becomes effective, but shall receive their regular full day's pay. Employees who are not on pre-approved leave and do not report for duty because of sick, vacation or personal reasons shall be charged with a full day's absence, provided, however, employees who do not report for duty specifically due to inclement weather will only be charged leave time for the period that the County Clerk's Office was open for business on that day.

ARTICLE 20
DURATION

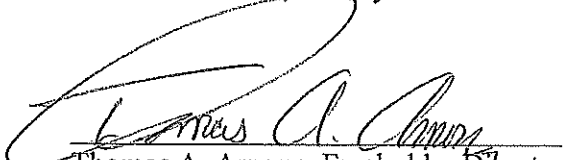
This Agreement shall be effective January 1, 2019 and shall continue in force and effect through December 31, 2021.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this ____ day of _____ 2019.

FOR THE COUNTY CLERK/COUNTY:



Christine Hanlon, County Clerk



Thomas A. Amone, Freeholder Director




Teri O'Connor, County Administrator

FOR THE UNION:



Timothy Traylor, Chief Negotiator



Deborah McCollough, Local President
McCullough DM

ADDENDUM
ENTRY LEVEL SALARY RATES (2019/2020)

<u>Title</u>	<u>Salary</u>
Bookbinder	\$17.50/hr
Clerk 1	\$26,000/yr
Clerk 2	\$26,000/yr
Clerk 3	\$26,780/yr
Clerk Stenographer 1	\$26,000/yr
Clerk Stenographer 2	\$26,780/yr
Clerk Stenographer 3	\$30,605/yr
Keyboarding Clerk 1	\$26,000/yr
Keyboarding Clerk 2	\$26,000/yr
Keyboarding Clerk 3	\$26,780/yr
Records Support Technician 1	\$26,000/yr
Records Support Technician 2	\$26,000/yr
Records Support Technician 3	\$26,780/yr

ENTRY LEVEL SALARY RATES (2021)

<u>Title</u>	<u>Salary</u>
Bookbinder	\$17.50/hr
Clerk 1	\$26,500/yr
Clerk 2	\$26,500/yr
Clerk 3	\$26,780/yr
Clerk Stenographer 1	\$26,500/yr
Clerk Stenographer 2	\$26,780/yr
Clerk Stenographer 3	\$30,605/yr
Keyboarding Clerk 1	\$26,500/yr
Keyboarding Clerk 2	\$26,500/yr
Keyboarding Clerk 3	\$26,780/yr
Records Support Technician 1	\$26,500/yr
Records Support Technician 2	\$26,500/yr
Records Support Technician 3	\$26,780/yr

APPENDIX A

RES. # 94-267

RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR
RETIREES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder HANDLIN offered the following

resolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P2 → BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3 → BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that 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.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder STOPPIELLO and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD APRIL 14 1094

Rudolph Larrison

CLERK

APPENDIX B

WHEREAS, due to the exploding growth of the County's health care and pharmacy costs, it is understood that common-sense 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 the Union agrees this is a fair and reasonable position;

NOW, THEREFORE, BE IT RESOLVED that the Union agrees that the County shall have the unilateral right to implement any or all the following changes to its health care and pharmaceutical plans at any time on or after January 1, 2014, 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 thirty (30) 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 labor practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes.

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 reduce 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.

2. The County may implement "step therapy" procedures to ensure that when the most expensive and powerful drug within a category is prescribed, the patient has first tried other effective drugs within the category.

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.

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.

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

For the Union:

Mark D. Saly

Dated: May 6, 2014

For the County of Monmouth:

Scott Brown

Dated: 4/7, 2014