

AGREEMENT

Between

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

And

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (OFFICE ON AGING)

Local 1087

January 1, 2007 - December 31, 2010

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PREAMBLE

This Agreement entered into by the Monmouth County Board of Chosen Freeholders (hereinafter referred to as the Employer or the County), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union), has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive representative of employees of the County at the Monmouth County Office on Aging in a unit of clerical and professionals in the following titles, but excluding temporary employees of six (6) months or less, confidential employees, managerial executives, police, blue collar and supervisory employees:

Clerk
Clerk Typist
Clerk Stenographer
Senior Clerk
Senior Clerk Typist
Principal Clerk
Principal Clerk Typist
Principal Clerk Stenographer
Accounting Assistant
Accountant
Senior Accountant
Field Representative Senior Citizen
Field Representative Citizen Bi-lingual
Medical Social Worker
Program Development Specialist
Program Monitor
Regional Staff Nurse
Technician MIS

Section 2. Any new title authorized for use by the Employer at the Agency will be negotiated for inclusion or exclusion from the bargaining unit. In the event that agreement between the Employer and the Union is not reached, the title will be excluded from the bargaining unit pending resolution by the Public Employee Relations Commission (PERC).

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees to deduct monthly, from the pay of each employee who furnishes a written authorization for such deduction, in a form acceptable to the Employer, the amount of monthly union dues. ~~Monthly union dues shall be 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 (10th) day of the month following the calendar month in which such deductions were made, together with a list of employees from whose pay such deductions were made. The County will provide said report in electronic format when County implements a system capable of doing so.

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

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

Section 4. The Union shall indemnify and hold the Employer harmless against any and all such claims, suits, orders of judgments brought or issued against the Employer that shall arise out of any of the provisions of the Article.

Section 5. Payroll deductions will be made available to employees on a voluntary basis for the Committee on Political Education (COPE).

Section 6. The Employer agrees that there will be one-half (1/2) hour granted to the Union to address new employees at Orientation Sessions,

Section 7. The Union will be permitted a maximum of 13 paid days per calendar year for the attendance at Union conventions, meetings, training, or for any other Union business. Unused Union leave days will not accumulate from year to year

Section 8. Any employee seeking to make use of such time shall notify the Employer and present an authorization form from the Union. The employer shall keep a record of the total time utilized, and provide a copy of this record to the Union upon request.

Section 9. Authorized Union representatives, who are employees of the Office of Aging and/or one of the elected officers of CWA Local 1087, not to exceed three (3), 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.

Section 10. The Union may utilize the interoffice mail system, but not metered postage.

ARTICLE 3

MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 4

PERSONNEL PRACTICES AND DISCIPLINARY ACTION

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

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

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

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

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of Management. However, if such discussion involves a matter covered by the definition of a "contractual grievance", any resulting grievance shall be processed only through Union representation.

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

Section 3. Presentation of a Grievance. The Employer agrees that at each step of the grievance procedure there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative.

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

STEP 1

The grievant shall present a written grievance to their immediate Supervisor within 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 Director of the Office on Aging. The Supervisor shall render a written decision within five (5) working days after receipt of the grievance.

STEP 2

If dissatisfied with the Supervisor's decision, then the grievant must file their complaint with the Director of the Office on Aging within five (5) working days. The Director will render a written decision within ten (10) working days after receipt of the grievance.

STEP 3

Should the grievant disagree with the decision of the Director of the Office on Aging, the grievant may, within five (5) working days, submit a statement to the Director of the Department of Human Services as to the issue in dispute. The Director of the Department of Human Services shall review the decision of the Director of the Office on Aging together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Director of Human Services. The Director of the Department of Human Services will render a written decision within twenty (20) working days after receipt of the Step 3 Grievance. If the decision involves a non-contractual grievance, the decision of the Director of the Department of Human Services shall be final.

STEP 4

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

(b) Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) The grievant may pursue the DOP procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected.

(d) The arbitrator shall be selected on a case-by-case basis from the members of 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 which 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 to 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 3 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. Effective January 1, 2007, all bargaining unit employees shall receive a \$2000.00 raise, retroactive to January 1, 2007 or date of hire. The starting salary range on Exhibit A incorporates this \$2000.00 raise. All new bargaining unit employees hired after the signing of this contract shall be hired at the starting salary as set forth in Exhibit A and shall receive the annual raise set forth herein on January 1st after their date of hire.

Section 2. Effective January 1, 2008, all bargaining unit employees shall receive a 3.75% raise or \$1500, whichever is higher.

Section 3. Effective January 1, 2009, all bargaining unit employees shall receive a 3.75% raise or \$1500, whichever is higher.

Section 4. Effective January 1 2010, all bargaining unit employees shall receive a 3.75% raise or \$1500 , whichever is higher.

ARTICLE 7

POSTINGS AND TRANSFERS

Section 1. Job Postings. The following job openings, except entrance level clerical positions, shall be posted on all official bulletin boards for a period of five (5) working days: a newly created position, a vacancy which occurs through a leave of absence, resignation, termination or the first vacancy resulting from a promotion. No vacancy shall be deemed to exist where one or more employees have bumping rights to the job in accordance with Department of Personnel regulations.

Posting a temporary position or a position reclassified by a desk audit will be at the option of the Employer.

The Union shall receive a copy of all notices, selections, non-posted bumping changes, reclassification, and letters of hire including the hired employee's address.

Section 2. Transfers. Employees who are interested in being transferred may send a memo to their Supervisor 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 Director of the Office on Aging, or his/her designee. The Employer agrees not to routinely involuntarily transfer the President and chief Shop Steward.

Section 4. The Director of the Office on Aging will send New Jersey Department of Personnel promulgated examination results to the Union President upon receipt.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. All full-time employees agree to work a thirty-five — (35) hour week with a fifteen (15) minute break in the morning and in the afternoon. The normal workweek shall consist of five (5) consecutive seven (7) hour days, Monday through Friday,

Section 2. Overtime is defined as all work performed in excess of forty (40) hours worked per workweek. Sick leave shall not count as hours worked for overtime purposes in accordance with the FLSA.

The Employer agrees to compensate employees for overtime at the rate of time and one-half their regular rate of pay. Compensation may be in the form of time off or in the form of a cash payment at the discretion of the employee. All overtime is on a voluntary basis except in emergency situations as determined by the Employer.

All overtime must be authorized by the Employer.

Section 3. In the event of inclement weather, employees may leave their areas of work early, at the sole discretion of the Monmouth County Administrator.

ARTICLE 9

TEMPORARY ASSIGNMENT

Section 1. When an employee works outside a classification at the request of the Employer for a period of five (5) or more consecutive working days, the employee shall receive six-percent (6%) additional compensation above his/her present salary or increased to the entry level salary for the higher classification, whichever is greater, for the period of time worked in the higher classification.

Section 2. An employee must actually work in the higher title for five (5) or more consecutive work 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

HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Abraham Lincoln's Birthday	Columbus Day
George Washington's Birthday	Veterans Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Christmas Day	

Section 2. When a holiday falls on a Saturday, it will be celebrated the preceding Friday. When a holiday falls on a Sunday, it will be celebrated on the following Monday.

Section 3. Employees shall be granted any additional days declared to be holidays by Proclamation of the Governor of the State of New Jersey or by the Monmouth County Board of Chosen Freeholders. This shall not apply to emergency or other special purpose closings.

ARTICLE 11

VACATIONS

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

<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 1/2

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

Section 2. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the Employer. For the purpose of computation, an employee who is employed for more than six (6) months during the first (1st) calendar year of employment shall have that year included in the computation for years of continuous service in determining vacation leave. An employee with six (6) months or less during the first (1st) calendar year of employment shall not have that period included in the computation for years of continuous service in determining vacation leave.

Section 3. When there is a change in the calendar year in which the years of service requirement is not met due to an employee's leave of absence without pay, the employee shall be liable for any increased vacation leave that was used and not earned. The owed vacation leave will be deducted from the employee's paycheck at the rate which it was paid.

Section 4. Periods of employment before and after a suspension or leave without pay, shall be considered continuous service. However, the period on a suspension or leave

without pay, except for military leave, shall not be included in calculating years of continuous service.

Section 5. Effective January 1, 2007 vacation leave may be taken in one (1) hour increments.

Section 6. Earned vacation leave will be paid upon termination.

ARTICLE 12

LEAVES OF ABSENCE

Section 1. Sick Leave. All full-time employees will be granted sick leave at the rate of one (1) day per month, or major fraction thereof, during the remainder of the first (1st) calendar year of employment, thereafter fifteen (15) days per year. This is cumulative.

During the first (1st) calendar year of employment an employee must actually earn sick leave before utilizing it. Part-time employees will be granted sick leave on a prorated basis.

Effective January 1, 2007 sick leave may be taken in one (1) hour increments.

Section 2. Personal Leave. Providing reasonable notice is given to the Employer, and subject to the discretion of the Director of the Office on Aging, 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 (1/2) day of Personal Leave per month, after completion of one (1) calendar month of employment, up to a maximum of three (3) days. During the first calendar year of employment a new part-time employee will earn 1/4 day per month, up to a maximum of one (1) day.

Personal Leave shall not accrue from year to year. Personal Leave may be taken in one-hour (1) increments.

Section 3. Bereavement Leave. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent, grandchild, foster child or other member of the employee's immediate household. The Employer reserves the right to

verify the legal relationship to the employee.

Section 4. Unpaid Leave. Leave without pay may be granted at the discretion of the Employer for permanent employees. Such leave may not be granted for a period in excess of six (6) months at any one time, nor in excess of 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 leave is requested and the dates for commencing and terminating the leave shall be submitted to the Employer. In no event shall a leave be granted to permit an employee to accept outside employment except that leaves to work for the Union may be permitted. Employees granted leave of absence without pay shall have Sick, Vacation and Personal leave credits reduced at the same rate as earned.

Section 5. Staff Development. Full-time and part-time employees who earn benefits and have completed one (1) year of continuous service are eligible for the County's established Tuition Assistance and Reimbursement Policy.

Section 6. Voluntary Leave Donation. There shall be a voluntary leave donation program which follows the guidelines set forth in the New Jersey Department of Personnel regulations. This section shall not be subject to the grievance procedure.

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 State Family Leave Act (FLA-NJSA 34:1 1b-1, et seq) and administrative regulations promulgated thereunder. Employer agrees to implement FMLA and FLA in accord with the statutes and regulations and the County's published FMLA Policy. Employees will be required to use available sick and personal leave as part of their family and

ARTICLE 13

MEDICAL BENEFITS

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

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

Section 3. The traditional indemnity medical insurance program shall not be offered to employees hired on July 1, 1994 or thereafter. Furthermore, in accordance with 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.

Section 4. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County of Monmouth.

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

ARTICLE 14

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.

Section 2. When a health and safety violation occurs that requires corrective action, the Director of the Office on Aging will promptly notify the County Safety Officer of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the County Safety Officer within two (2) working days of receipt.

Section 3. If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

Section 4. The Employer will provide the Union with a List of products used for cleaning, extermination and its duplicating equipment upon request.

ARTICLE 15

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 (1/2) of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average compensation received during the last year of their employment prior to the effective day of retirement, to a maximum of \$15,000.00.

Section 2. An employee who has incurred or shall incur a break in service, as a result of a separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment. An employee incurring a break in service for any other type of separation shall have his sick leave computed from the date of return to employment.

Section 3. Any employee who elects a deferred retirement benefit shall not be eligible for such payment. This payment shall not affect any pension benefits under any other statute. In the event of the employee's death within one (1) year after the effective date of retirement but before payment has been made, payment shall be made to the employee's estate.

Section 4. To the extent provided by law, the Employer will pay for health insurance for employees who retire with twenty-five (25) years service as specifically enumerated in Article 12, Section 3 above, or under a disability retirement.

ARTICLE 16

AUTOMOBILE EXPENSES

Section 1. The parties agree that each employee who is authorized and required to use their personal automobile for Employer's business shall be reimbursed at the negotiated County rate for mileage as established through negotiations with the Department of Human Services, Division of Social Services.

ARTICLE 17

LEGAL REPRESENTATION

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

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

ARTICLE 18

EQUAL TREATMENT

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

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

ARTICLE 19

BARGAINING CLAUSES AND RENEWAL

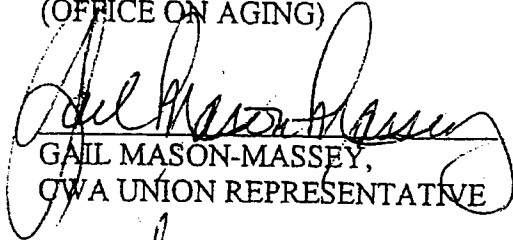
Section 1. The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment that the terms and conditions of employment shall not be changed during the life of this Agreement.

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

Section 3. This Agreement shall be effective as of the first (1st) day of January 2007 and shall remain in full force and effect until the 31st day of December, 2010.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of ____ 2007.

MONMOUTH COUNTY
COMMUNICATION WORKERS OF
AMERICA AFL-CIO LOCAL 1087
(OFFICE ON AGING)

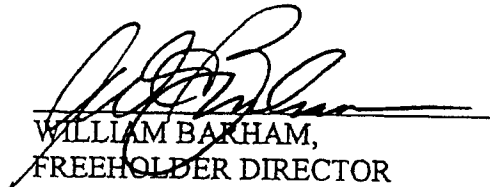

GAIL MASON-MASSEY,
CWA UNION REPRESENTATIVE

DATE: September 14, 2007

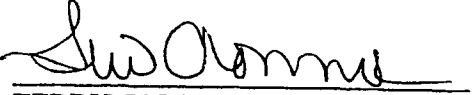
BARBARA JOHNSON,
PRESIDENT, CWA LOCAL 1987

DATE: _____

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS


WILLIAM BARHAM,
FREEHOLDER DIRECTOR

DATE: _____


TERRY O'CONNOR
ACTING COUNTY ADMINISTRATOR

DATE: 9-20-07

Teri

EXHIBIT A – SALARY RANGES

CLERK TYPIST	\$21,055	\$33,280
CLERK	\$20,025	\$32,240
CLERK STENOGRAPHER	\$24,660	\$43,680
SENIOR CLERK	\$24,660	\$36,000
SENIOR CLERK TYPIST	\$24,660	\$36,000
PRINCIPAL CLERK	\$28,780	\$42,000
PRINCIPAL CLERK TYPIST	\$28,780	\$42,000
PRINCIPAL CLERK STENOGRAPHER	\$32,605	\$56,151
ACCOUNTING ASSISTANT	\$34,000	\$48,000
MEDICAL SOCIAL WORKER	\$42,000	\$58,000
ACCOUNTANT	\$40,000	\$57,000
SENIOR ACCOUNTANT	\$44,000	\$73,359
FIELD REPRESENTATIVE SENIOR CITIZENS PROGRAM	\$31,870	\$45,760
FIELD REPRESENTATIVE SENIOR CITIZENS PROGRAM BILINGUAL	\$31,870	\$45,760
PROGRAM DEVELOPMENT SPECIALIST AGING	\$32,900	\$45,000
PROGRAM MONITOR	\$32,900	\$45,000
REGIONAL STAFF NURSE MEDICAL ASSISTANT/HEALTH SERVICES	\$42,000	\$58,000
TECHNICIAN MANAGEMENT INFORMATION SYSTEMS	\$33,000	\$50,000

*The starting salary range reflects the \$2000.00 increase effective January 1, 2007.

COUNTY OF MONMOUTH

RESOLUTION APPROVING THE TERMS OF A SUCCESSOR COLLECTIVE
BARGAINING AGREEMENT WITH THE
COMMUNICATION WORKERS OF AMERICA
AFL-CIO, LOCAL 1087 (OFFICE ON AGING)

Freeholder BURRY offered the following resolution and moved its adoption:

WHEREAS, the County of Monmouth ("County") and the Communications Workers of America, AFL-CIO Local 1087, (Office on Aging) ("Union") have been conducting negotiations for a successor Collective Bargaining Agreement; and

WHEREAS, the parties reached a tentative agreement; and

WHEREAS, the Union has subsequently ratified the tentative terms of that Agreement; and

WHEREAS, the County desires to ratify the terms of the parties' agreement.

NOW, THEREFORE, BE IT RESOLVED that, the Board of Chosen Freeholders of the County of Monmouth ratifies the terms contained in the Memorandum of Agreement with the Union for inclusion in a successor Collective Bargaining Agreement and directs the County's Special Labor Counsel to incorporate said terms into the parties' Collective Bargaining Agreement and authorizes the Acting County Administrator to execute said Collective Bargaining Agreement when completed.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Acting County Administrator and the Director of Finance.

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

	YES	NO	ABSTAIN	ABSENT
Mrs. McMorrow	X			
Mrs. Little	X			
Mr. Clifton	X			
Mrs. Burry	X			
Mr. Barham	X			

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 August 23 2007

James H. King
CLERK

The Board of Chosen Freeholders of the County of Monmouth



DEPARTMENT OF FINANCE
MARK E. ACKER
DIRECTOR

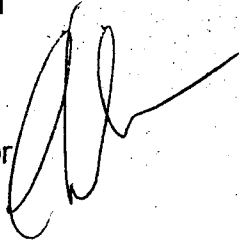
E-MAIL ADDRESS:
macker@co.monmouth.nj.us

OFFICE OF COUNTY TREASURER
OFFICE OF ARCHIVES AND
RECORDS MANAGEMENT

HALL OF RECORDS
P.O. BOX 1256
FREEHOLD, NEW JERSEY 07728-1256
TELEPHONE (732) 431-7391
FAX (732) 409-4824

MEMORANDUM

To: Delois Garrison, Information Services

FROM: Charlene McKenna, Payroll Supervisor 

DATE: September 11, 2007

RE: 2007 Salary Increments – Union listed below

Please update the PAY/1830 report(s) for the paydate of 09/21/07. Be advised that these changes are effective 01/01/07 (0710) and there are Seventeen (17) retro pay periods (0117-Y) to include pay periods #2/07-#18/07 inclusive, and Seventeen (17) retro pension periods (1822-17).

Office on Aging	Union I	\$2,000
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In addition, after the Pay/1830 is updated, please provide this office with a Pay/1835 and Pay/1837 printout.

As always, your anticipated cooperation is greatly appreciated. If you have any questions, please do not hesitate to contact me.

CC: Teri O'Connor, Acting County Administrator
Mark E. Acker, Director of Finance
Joseph M. Morris, Chief Accountant
Frederica Brown, Personnel
Payroll

2007 SEP 18 AM 8:54
PERSONNEL DEPARTMENT

RECEIVED

SCARINCI & HOLLENBECK, LLC

Attorneys at Law

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* CERTIFIED CIVIL TRIAL ATTORNEY
* CERTIFIED CRIMINAL TRIAL ATTORNEY

PLEASE REPLY TO:
LYNDHURST

WRITER DIRECT DIAL:
201-896-4100

September 11, 2007

VIA FACSIMILE 732-409-4824 AND REGULAR MAIL

Charlene McKenna
Finance Department
County of Monmouth
1 East Main Street
Freehold, New Jersey 07728

**Re: County of Monmouth and CWA Local 1087 (Office on Aging)
Our File No.: 9856.1000**

Dear Ms. McKenna:

Please accept this correspondence as a summary of the contents of the parties' executed memorandum of agreement (MOA). As outlined in the MOA, the employees will receive increases to their salaries. Retroactive to January 1, 2007, all employees shall receive a raise of \$2000.00. Moreover, the employees will receive the following percentage increases or lump sum (whichever is greater) to their base salaries effective January 1st of each year starting in 2008: 3.75% or \$1500.00 in 2008; 3.75% or \$1500.00 in 2009; and 3.75% or \$1500.00 in 2010.

Additionally, Article 8, Section 2 has been amended to allow employees to determine the compensation for overtime. "Compensation may be in the form of time off or in the form of a cash payment at the discretion of the employee." Moreover, Article 9, Section 1 has been amended as well. Section 1 now provides that if an employee works outside a classification at the request of the employer, for a period of five (5) or more consecutive working days, the employee shall receive six (6%) percent additional compensation above his/her present salary or increased to the entry level salary for the higher classification, whichever is greater, for the period of time worked in the higher classification.

September 11, 2007

Page 2

Lastly, it was agreed that the County shall provide the established County rate for reimbursement for mileage, rather than the agreed upon rate in the prior contract.

Should you have any questions regarding this information, please do not hesitate to contact me.

Very truly yours,



ADAM S. ABRAMSON

For the Firm



Communications Workers of America

Local 1087 AFL-CIO, CLC
P.O. Box 933
Freehold, New Jersey 07728
Telephone (732)-780-1900
Fax (732) 780-1439

FINANCE NOV 9 2009

November 3, 2009

file off on aging

To: County Finance Dept.
From: Brenda J. Wilson *BW*
President of CWA Local 1087
RE: Part-time Union Dues

RECEIVED
2009 NOV 10 PM 2:17
PERSONNEL DEPARTMENT

As per attached memo tow members of our Local from the Office On Aging Anne Walsh and Cathy Joyce are part-time employees. During that time they are being charged more Union dues than if they were full time. The deduction should be 1.75 x 60% per month. Please make the correction and let us know what the amounts are to be credited. Your cooperation is greatly appreciated in this matter. If you have any questions please feel free to call me at 732-431-6000 ext 6404.

Pat Johnson
Decided to use 60%
Based on hrs worked -
laws/Regulations ??
4/11/30



Zaranka, Janet

From: Valiante, Deana
Sent: Monday, June 22, 2009 12:21 PM
To: Zaranka, Janet; McKenna, Charlene; Johnson, Patricia; Jerry, Colleen; Burke, Jim
Cc: Guarino, Mario; Ricca, Carol
Subject: RE: Union Dues charged to part time employees
Attachments: Deana M Valiante.vcf

Janet,

It is usually the union who decides what the part time rate is and advises us of the same; Article 2 Section 1 ...or such other amount as may be certified to the Employer by the Union.

We would be happy to assist any way we can. Please note that I will be out of the office from June 29 thru July 3.

Thanks

Deana M. Valiante
County of Monmouth
Management Assistant

1 E. Main Street
Freehold, NJ 07728

(732) 431-7304 Work
(732) 431-7924
dvaliant@co.monmouth.nj.us

This e-mail is Advisory, Consultative, or Deliberative Material

From: Zaranka, Janet
Sent: Friday, June 19, 2009 8:52 AM
To: McKenna, Charlene; Johnson, Patricia; Jerry, Colleen; Burke, Jim; Valiante, Deana
Cc: Guarino, Mario; Ricca, Carol
Subject: RE: Union Dues charged to part time employees

Hi all,

I have been in touch with the union regarding this. Brenda Wilson (union pres) and I have to go to personnel to determine the correct amount to be deducted from the paychecks. However there is a union conference from June 21-24 so it will have to be done sometime after that time period.

Janet

From: McKenna, Charlene
Sent: Thursday, June 18, 2009 11:18 AM
To: McKenna, Charlene; Johnson, Patricia; Jerry, Colleen; Burke, Jim; Valiante, Deana
Cc: Zaranka, Janet; Guarino, Mario; Ricca, Carol
Subject: RE: Union Dues charged to part time employees

It looks like the dues calculation was based on employees with an annual salary (Annual Salary/2080 hrs to come up with an hourly rate X 2). There were no provisions for hourly employees who do not have an annual salary. We need to look into this and see how it can be rectified.

From: McKenna, Charlene
Sent: Wednesday, June 17, 2009 1:13 PM

To: Johnson, Patricia; Jerry, Colleen; Jim Burke
Cc: Zaranka, Janet; Mario Guarino
Subject: RE: Union Dues charged to part time employees

Jim, we have a few unions Local 1087(I, X, U) and possible more that the dues is based on an hourly calculation. Can you please check the cardmaster and see how it is coded. We have two members in union I that have reduced their work hours which looks like it affects their dues. Please give me a call so I can explain in more detail.

From: Johnson, Patricia
Sent: Wednesday, June 17, 2009 12:52 PM
To: Jerry, Colleen; McKenna, Charlene
Cc: Zaranka, Janet
Subject: Union Dues charged to part time employees

Two of our employees recently reduced their hours from 35 hrs to 21 hrs as part of the layoff. Below is the amount charged to each employee. As you can see by the schedule below both Anne and Cathy are paying more than when they were working full time. The union dues should be 2 hrs a month based on 40 hour work week. I will use myself for an example. My hourly pay is 27.19. Multiply $27.19 \times (52 \text{ weeks} \times 35 \text{ hrs}) = 49,485.8$ = annual salary. Divide 49485.8 by $(52 \text{ weeks} \times 40 \text{ hrs}) = 2080 = 23.79 \times 2 \text{ hrs} = \47.58 is my union dues. Anne's union dues should be \$35.58 and Cathy's union dues should be \$30.30. I appreciate your attention to this matter.

Anne Walsh		Cathy Joyce
2009 WEEK 12	\$40.66	\$34.62
2009 WEEK 2		\$30.30
2008 WEEK 23	\$34.13	

Patricia Johnson