

AGREEMENT

Between

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

And

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(DIVISION OF SOCIAL SERVICES – SUPERVISORS UNIT)

Local 1087.

January 1, 2008 – 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 Division of Social Services (Agency) in a unit of clerical and professionals in the following titles and those listed in Appendix A, but excluding temporary employees of six (6) months or less, confidential employees, managerial executives, police, blue collar and supervisory employees:

Human Services Specialist 4

Social Work Supervisor

Senior Investigator County Welfare Agency

Supervising Coordinator of Volunteer Service Program

Assistant Training Supervisor County Welfare Agency

Supervisor of Housing Rehabilitation

Network Administrator 1

Senior Systems Analyst

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 2 hours pay per month based on a 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. Provided space continues to be available on the Employer's computer, payroll deductions will be made available to employees on a voluntary basis for the Committee on Political Education (COPE).

Section 6. The Union will be permitted an aggregate of 10 days per calendar year of time off with pay and 10 days per calendar year without pay for the purpose of conducting Union business. The Local 1087 union president will have an additional ten (10) days off per year with pay for conducting union business for both the Clerical/Professional and Supervisory Units. This time shall be used for any off-site Union activities as well as on-site meetings for which there is no provision elsewhere in the Agreement for the matter to be conducted on Employer paid time. These days shall not be cumulative.

Section 7. Any employee seeking to make use of such time shall notify the Employer and present an authorization form from the Union. The employee shall report to and from their workstation before and after the Union activity. The Employer shall report all usage to the Agency Personnel Officer who shall keep a record of the total time utilized.

Section 8. Authorized Union representatives not to exceed four (4) shall be released from duty for such collective negotiation sessions as are mutually scheduled to take place during work time and shall suffer no loss in regular pay.

ARTICLE 3

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 4

PERSONNEL PRACTICES AND DISCIPLINARY ACTION

Section 1. Each employee may review the contents of their personnel file upon request and may authorize a Union representative to accompany them while they review their file. An employee shall have the right to respond to any document in their personnel file within 30 working days of its receipt by the employee. A response shall be directed to the appropriate party and shall be included in the employee's personnel file.

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

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

Section 4. Disciplinary action 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.

Section 6. It is understood that the Employer has the final responsibility for discipline. However, it is necessary for members of the unit to participate in disciplinary hearings as part of their overall job responsibility. During any disciplinary hearings the appropriate manager shall be present, if requested, to supply support and assistance to the supervisor at the hearing.

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 out lined herein and shall hereinafter be referred to as a “contractual grievance”; or (2) inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Division of Social Services which shall be processed up to and including the Director of Human Services, and shall hereinafter be referred to as a “non-contractual grievance”.

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

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

STEP 1

The grievant shall present a written grievance to their Administrative Supervisor within 15 working days of the occurrence complained of, or within 15 working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within 15 days shall be deemed to constitute an abandonment of the grievance. In the event the issue grieved is outside the authority of the Administrative Supervisor to resolve, the grievant shall file the grievance with the appropriate person as designated by the Agency Personnel Officer. The Administrative Supervisor shall render a written decision within 5 working days after receipt of the grievance.

STEP 2

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

STEP 3

Should the grievant disagree with the decision of the Division Director, the grievant may, within 5 working days, submit a statement to the Director of Human Services as to the issue in dispute. The Director of Human Services shall review the decision of the Director of Social Services together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance

before the Director of Human Services. The Director of Human Services will render a written decision within 20 working days after this matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Director of Human Services shall be final.

STEP 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 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 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 in reaching this determination, be submitted.

(j) The costs and services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(k) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(l) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible and shall issue a decision, in writing, within 30 days after the close of the hearing.

(m) Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence as to the prior conduct of the other party.

ARTICLE 6

SALARY

There shall be no step increments paid as a result of the agreed upon across-the-board wage increases. Base wage rates for all unit employees shall be increased over the term of this agreement as follows.

Section 1. 2008. All employees in the unit employed by the County on or before December 31, 2007, shall receive a raise of four percent (4%) effective the first pay period of January 2008.

Section 2. 2009. All employees in the unit and employed by the County on or before December 31, 2008, shall receive a raise of three and three-quarters percent (3.75%) effective the first pay period of January 2009.

Section 3. 2010. All employees in the unit and employed by the County on or before December 31, 2009, shall receive a raise of four percent (4%) effective the first pay period of January 2010.

ARTICLE 7

PROMOTIONS AND DEMOTIONS

Section 1. Promotions. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of six percent (6%) over their present salary or increased to the entry level salary for the new title, whichever is greater.

Section 2. Demotions. If an employee is subsequently appointed to another title with a lower salary range, their salary will be reconstructed, or equalized, on the basis of their previous employment record.

Section 3. 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 President shall receive a copy of all notices, selections, non-posted bumping changes, reclassification, and letters of hire absent the hired employee's address.

Section 4. Transfers. Employees who are interested in being transferred may send a memo to their Section/Office head so that their interest in a transfer will be known and taken into consideration in the event of future non-posted vacancies.

Section 5. Transfers and Reassignments. Employees selected for transfer or reassignment will be give five (5) days notice by the Human Resources Administrator or the Administrative Supervisor. The Employer agrees not to routinely involuntarily transfer the Local Union President, Branch President, and chief Shop Steward.

Section 6. The Human Resources Administrator will send New Jersey Department of Personnel promulgated examination results to the Union President upon receipt.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. All full-time employees agree to work a thirty-five-- (35) hour week with a 15 minute break in the morning and in the afternoon. The normal 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 the thirty-five (35) hour workweek.

The Employer agrees to compensate employees for overtime at the rate of time and one-half their regular rate of pay. Compensation may be in the form of time off or in the form of a cash payment.

All overtime must be authorized by the Employer.

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

If there arises a need for a skeleton crew, volunteers shall be solicited first. In the event no volunteers are forthcoming, those assigned shall be give priority for early release the next time an inclement weather situation arises. Employees remaining for a skeleton crew shall be give compensatory time off on an hour – for – hour basis.

Section 4. The Agency will close on Christmas Eve at 2:00 p.m.

ARTICLE 9

TEMPORARY ASSIGNMENT

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

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

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

ARTICLE 10

EXTENDED HOURS PROGRAM

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

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

Section 3. Employee Participation. Employee participants shall be sought on an annual basis, commencing June of each year, by requesting interested employees to submit a showing of interest in participating in the Extended Hours Program. In the event the program is expanded and additional participation is sought during the year, there shall be a similar notice posted for a two week period. Employee selection shall be made by August of each year and extended hour service shall commence September of each year, or, in the case of additional participation, within a reasonable time after posting is completed.

Only full time Employees may participate. Employee participant selection shall be in accordance with the following preferences, with seniority with the Employer to break any ties:

1. new applicant to the Extended Hours Program;
2. prior participant in the Extended Hours Program; and
3. current participant in the Extended Hours Program.

Employees who have volunteered to participate but were not selected shall be placed on a “replacement list” for use in the event a vacancy occurs in the program.

If there are an insufficient number of volunteers who meet the criteria of a job assignment, qualified volunteers with work experience in the job assignment, including volunteers from another office site, may be considered for selection. In the continuing event that there is insufficient employee participation on a volunteer basis, the Employer retains the right to appoint any qualified employee to participate in the Extended Hours Program.

It is understood that participation in the Extended Hours Program shall be for a one-year period of commitment. A participating employee may withdraw from participation if there are serious, extenuating circumstances which would make continued participation a hardship to the employee.

The Employer may deny participation or discontinue participation of an employee for administrative or performance reasons, including, but not limited to the following: disciplinary history, poor evaluations, performance, attendance, reasonable needs of the unit, promotions, demotions, transfers, reassignments, or extended leaves with or without pay.

Section 4. Hours of Work. The schedule of employment hours for participants within a pay period shall be seven working days of 8:30 a.m. to 4:30 p.m. and two working days of 8:30 a.m. to 8:00 p.m. (Extended Days) on the same day of each week, comprising a total of 70 work hours in a pay period. The immediate supervisor will approve the scheduled day off and forward it to the Extended Hours Administrator for final approval. If there is a conflict over scheduling the day off, seniority with the Employer shall be the deciding factor.

Participant meal breaks on Extended Days shall be completed no later than 4:30 p.m., except in unusual circumstances when approved by the Extended Hours Administrator and the Administrator. A participant shall be entitled to an additional 15 minute break on Extended Days.

Section 5. Absences. The Union and the Employer both recognize that attendance on Extended Days is critical to the success of the program and it is understood that participant use of all forms of leave time on those days is discouraged and may require verification. If a participant must be absent on an Extended Day, the immediate Supervisor and the Extended Hours Administrator must be notified as soon as the absence is known.

(a) Personal, Sick and Vacation Days. Personal days may be utilized on Extended Days only in emergent circumstances and will be charged at the rate of 1 ½ days. Sick and vacation days taken on Extended Days shall be charged at the rate of 10 ½ hours each.

(b) Jury Duty. A participant who is scheduled for jury duty on an Extended Day shall report to work at the conclusion of Court. A participant who is scheduled for jury duty on a scheduled day off will receive an alternate day off.

(c) Conference Attendance. A participant in a conference on an Extended Day will report to work at the conclusion of the conference and, unless the conference was mandated, such attendance shall require approval by the Extended Hours Administrator in addition to the normal approvals. If a conference is mandated for a scheduled day off, another day off shall be scheduled.

(d) Civil Service Examinations. Where a New Jersey Department of Personnel examination for a job title in use by the Employer is scheduled on an Extended Day, a participant shall be permitted to leave work at the regular close of business on that day and shall not lose their scheduled day off. Participants will be permitted to take one (1) hour vacation time.

(e) Unpaid Leave of Absence. A participant who goes on an extended leave may be removed from the program and upon return be required to assume a regular work schedule of 10 work days per payroll period. If a participant is continued on the Extended Hours Program following an extended leave, that employee shall resume the extended hours schedule at the beginning of the first pay period following their return.

Section 6. Holidays. When a holiday falls on a scheduled day off, the regular work day as near to the holiday as possible will be utilized as the holiday, subject to supervisory approval.

When a holiday falls on an Extended Day, the employee shall be entitled to their regularly scheduled day off during that pay period.

Section 7. Emergency Closings. Emergency closings affecting participants in the Extended Hours Program shall be handled in accordance with the following:

(a) Closing on a Scheduled Day Off. If the agency is closed the whole day, another day off shall be scheduled. If the agency is closed for only part of a day, a participant shall receive credit for the number of hours closed, unless the agency is “closed with a skeleton crew”, in which case no alternate hours will be credited.

(b) Closing on an Extended Hours Day. If the agency is “closed with a skeleton crew” on an extended hours day, participants serving as part of the skeleton crew shall receive compensatory time on an hour-for-hour basis. In all cases of closing on an extended hours day, participants shall be entitled to their regularly scheduled day off.

Section 8. Renewal. The terms and conditions of extended hours shall not be changed during the life of this Agreement, unless the Employer, at its discretion, shall terminate the Extended Hours Program. If the program is terminated, then the employer and the Union agree to reopen this Agreement to explore options.

Posting of notices shall occur in June of each year.

ARTICLE 11

HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Abraham Lincoln's Birthday	Columbus Day
George Washington's Birthday	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 an additional day as a floating holiday which shall be taken with prior supervisory approval.

Section 4. Employees shall be granted any additional days declared to be holidays by Proclamation of the Governor of the State of New Jersey or by the Monmouth County Board of Chosen Freeholders. This shall not apply to emergency or other special purpose closings.

ARTICLE 12

VACATIONS

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

<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 ¼
13 th – 20 th	20	1 2/3
21 st onward	25	2 ½

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

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

Section 3. Effective January 1, 2004 vacation leave may be taken in quarter hour increments.

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

ARTICLE 13

LEAVES OF ABSENCE

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

During the first (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, 2004 sick leave may be taken in quarter hour increments.

Section 2. Personal Leave. Providing reasonable notice is given to the Employer, and subject to the discretion of the Director of Social Services, each full-time employee will be entitled to take three (3) Personal Leave days during the calendar year. Part-time employees shall receive one Personal Leave day per year.

During the first calendar year of employment, a new full-time employee will earn one-half (1/2) day of Personal Leave per month, after completion of one (1) calendar month of employment, up to a maximum of three (3) days. During the first calendar year of employment a new part-time employee will earn ¼ day per month.

Employees will be entitled to four such days after the tenth (10th) year of employment. Employees hired on or after January 1, 2010, shall not be entitled to the fourth personal day.

Personal Leave shall not accrue from year to year. Personal Leave may be taken in quarter hour increments.

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

Section 4. Unpaid Leave. Leave without pay may be granted at the discretion of the Employer for permanent employees. Such leave may not be granted for a period in excess of six months at any one time, nor in excess of one continuous year except for educational leave which may not exceed two consecutive years.

A written statement from the employee setting forth the reasons why leave is requested and the dates for commencing and terminating the leave shall be submitted to the Employer. In no event shall a leave be granted to permit an employee to accept outside employment except that leaves to work for the Union may be permitted. Employees granted leave of absence without pay shall have Sick, Vacation and Personal leave credits reduced at the same rate as earned.

Section 5. Staff Development. In the event that the County institutes a Tuition Reimbursement Plan, the bargaining unit shall be entitled to participate in the program.

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 34:11b-1, et seq) and administrative regulations promulgated thereunder. Employer agrees to implement FMLA and FLA in accord with the statutes and regulations. Employees will not be required to use paid leave (sick, vacation, personal) unless the employee so chooses, through December 31, 2008. Effective January 1, 2009, however, employees shall be required to comply with the County's then-existing Family and Medical Leave Policy and shall be required to use paid leave if the County's policy so requires.

ARTICLE 14

MEDICAL BENEFITS

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

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. 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 4, 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 with a \$3.00 co-pay for prescription drugs and a \$1.00 co-pay for those who use generic drugs. There will be an increase with a \$15.00 co-pay for brand name drugs and a \$5.00 co-pay for those who use generic drugs. Such increase to occur when County implements on a County wide basis.

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

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

ARTICLE 15

HEALTH AND SAFETY

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

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

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

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

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

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

ARTICLE 16

RETIREMENT

Section 1. Any permanent employee shall be entitled upon retirement from the Public Employees' Retirement System to receive a lump sum payment for earned and unused sick leave. The payment shall be one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average compensation received during the last year of their employment prior to the effective 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 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, and subject to Resolution #94-267, the Employer will pay for health insurance for employees who retire with twenty-five (25) years service or under a disability retirement. 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.

ARTICLE 17

AUTOMOBILE EXPENSES

Section 1. The parties agree that each employee who is authorized and required to use their personal automobile for Employer's business shall be paid \$0.33 per mile effective January 1, 2004; and automobile business insurance of \$25.00 per month providing the employee is assigned by the employer to Travel Category B or C and shows proof of coverage. These amounts are to be paid after the filing of a monthly voucher.

Beginning January 1, 2005, mileage reimbursement shall be increased to \$0.34 per mile; and on January 1, 2006, mileage reimbursement shall be increased to \$0.35 per mile.

Section 2. Employees will not be required to transport minor children in their personal automobiles. An Agency car will be provided for this purpose.

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

ARTICLE 18

LEGAL REPRESENTATION

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

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

ARTICLE 19

EQUAL TREATMENT

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

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

ARTICLE 20

BARGAINING CLAUSES AND RENEWAL

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

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

Section 3. This Agreement shall be effective as of the first day of January 2008 and shall remain in full force and effect until the 31st day of December, 2010.

This Agreement shall be effective January 1, 2008 and shall continue in force and effect until December 31, 2010.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this _____ day of _____, 2008.

COUNTY OF MONMOUTH

By: Lillian G. Burry, Director
Board of Chosen Freeholders

**COMMUNICATIONS WORKERS OF AMERICA (CWA)
LOCAL 1087**

Gail Mason-Massey, CWA Local 1087 Representative

Barbara Johnson, President, CWA Local 1087

Appendix A

Job Titles and Salary Range for CWA 1087 Supervisors Unit

Range	File Cd	Job Title	Salary Range
24	00801	Assistant Training Supervisor County Welfare Agency	\$58,306 - \$93,510
	07997	Human Services Specialist 4	
	10107	Network Administrator 1	
	03393	Senior Investigator County Welfare Agency	
	03604	Senior Systems Analyst	
	03733	Social Work Supervisor	
	04448	Supervising Coordinator Of Volunteer Service Program	
	04709	Supervisor Of Housing Rehabilitation	

RESOLUTION #94-267

RES # 94-257

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-Fund 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.

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.

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 active 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, 1994.

RICHARD C WENNER
CLERK

THE BOARD OF CHOSEN FREEHOLDERS
OF THE
COUNTY OF MONMOUTH

MALCOLM V. CARTON
MONMOUTH COUNTY COUNSEL

ROBERT D. FACCONI
FIRST ASSISTANT COUNTY COUNSEL



514 GARFIELD AVENUE
P.O. BOX 97
AVON, N.J. 07717
TELEPHONE 732-776-7777
FAX# 732-776-6901
malcolmvcarton@verizon.net

PLEASE REPLY TO:

Parthenopy A. Bardis, Esq.
County of Monmouth
OFFICE OF THE COUNTY COUNSEL
Hall of Records
1 E. Main Street
Freehold, NJ 07728
Tel. No.: (732) 683-8990
Fax No.: (732) 409-4821

PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
NOT A PUBLIC DOCUMENT

MEMORANDUM

TO: Lynn Miller, Director, Dept. of Human Services (via email only)
John W. Hutcheson, Deputy Director (via email only)
Granville LeMuene, III, Asst. Chief Adm. Service (via email only)
Mario Guarino, Personnel Aide (via email only)

FROM: Parthenopy A. Bardis, Esq.

RE: **Division of Social Services, CWA Local 1087, Supervisors**
1/1/08- 12/31/10

DATE: October 6, 2008

Per our telephone conference, I am attaching the revised contract incorporating the changes we discussed. Please note that I have maintained the recognition clause, while revising the titles listed to correspond with Appendix A.

Enc.

PAB:mm

cc: Robert M. Czech, County Administrator
Fredrica Brown, Personnel Officer
Matthew J. Giacobbe, Esq. (via email only)
Malcolm V. Carton, Esq. (w/out encl.)

"SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."
Entry in the log of Hendrik Hudson's Ship Half Moon made after the Dutch Explorer became
the first European to come ashore in what later was known as Monmouth County

MEMORANDUM OF AGREEMENT

between

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1087
(Division of Social Services – Supervisors Unit)**

This Memorandum of Agreement is entered into this 4th day of September 2008 between the Monmouth County Board of Chosen Freeholders (the "County") and the Communications Workers of America, AFL-CIO, Local 1087 [Division of Social Services – Supervisors] (the "CWA").

The County and CWA tentatively agree to the following provisions in settlement of the successor collective negotiations agreement subject to ratification of same by vote of the Monmouth County Board of Chosen Freeholders and the membership of CWA.

All language contained in the expired January 1, 2004 – December 31, 2007 agreement shall remain the same, as applicable, with the exception of the following:

1. SALARY.

Article 6. There shall be no step increments paid as a result of the agreed upon across-the-board wage increases. Base wage rates for all unit employees shall be increased over the term of this agreement as follows:

Effective 1/1/08: 4% (for all employees employed by the
County on or before December 31, 2007)

Effective 1/1/09: 3.75% (for all employees employed by the
County on or before December 31, 2008)

Effective 1/1/10: 4% (for all employees employed by the
County on or before December 31, 2009)

2. LEAVES OF ABSENCE. Article 13.

Section 2. Employees hired on or after 1/1/10 shall not be entitled to the fourth personal day.

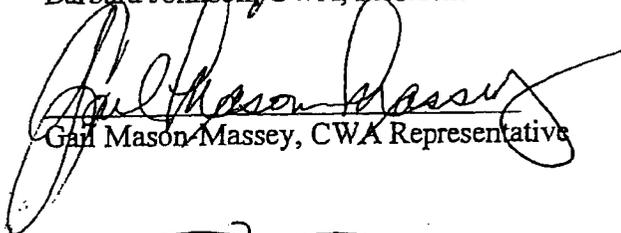
Section 7. Effective 1/1/09; employees shall comply with the County's then-existing Family and Medical Leave Policy and shall be required to use paid leave if the County's policy so requires.

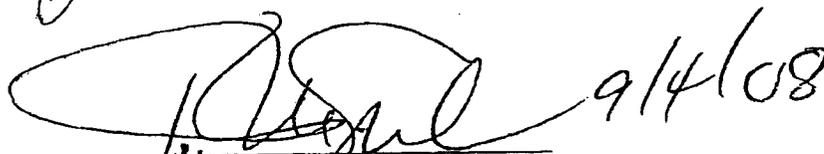
3. BARGAINING CLAUSES AND RENEWAL. Article 20.
Section 3. The Agreement shall be effective as of the first day of January 2008 and shall remain in full force and effect until the 31st day of December 2010.

This Memorandum of Agreement is subject to vote and ratification by the Monmouth County Board of Chosen Freeholders and the membership of the CWA.

This Memorandum of Agreement is hereby executed this 4th day of September 2008, by duly authorized representatives of the County and the CWA.


Barbara Johnson, CWA, President


Gail Mason-Massey, CWA Representative

 9/4/08
Robert M. Czech, County Administrator

 9/4/08
Parthenopy A. Budis, Esq.