

AGREEMENT

Between

**THE MONMOUTH COUNTY PROSECUTOR and
THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

And

**THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(Monmouth County Prosecutor's Office Professional Unit)
CWA Local 1036**

January 1, 2010 - December 31, 2013

Table of Contents

Article	Title	Page
	Preamble	3
1	Duration	4
2	Recognition	5
3	Management Rights	6
4	Union Dues/Representation Fees	8
5	Union Rights	10
6	Employee Rights/Disciplinary Matters	13
7	Non-Discrimination	15
8	Vacation	16
9	Holidays	19
10	Administrative Leave	21
11	Sick and Bereavement Leave	22
12	Other Available Leave	26
13	Emergency Closings	28
14	Health Benefits and Workers Compensation	29
15	Grievance Procedure	31
16	Work Schedule	35
17	Personnel Matters	37
18	Health and Safety	38
19	Savings Clause	39
20	Seniority	40
21	Vehicle and Miscellaneous Expenses	41
22	No Strike or Lockout	43
23	Credit Union Check Off	44
24	Outside Employment	45
25	Complete Agreement	46
26	Salaries and Wages	48
27	Duration	49
	Signature Page	49
	Appendix A – Title List	50
	Appendix B – Salary Grid for 2012	51

PREAMBLE

This Agreement ("Agreement") is entered into by and between the **Monmouth County Prosecutor**, hereinafter referred to as the "Prosecutor" or "Employer," and **the Communications Workers of America, AFL-CIO**, on behalf of the Monmouth County Prosecutor's Office Professional Unit ("Union"), pursuant to the provisions of the New Jersey Employer-Employee Relations Act ("Act"), N.J.S.A. 34:13A-1 et seq., and has as its purpose to promote and ensure harmonious relations, cooperation and understanding between the parties; and to prescribe the respective rights and duties of each to the extent not otherwise established by law. The parties mutually acknowledge that the **Monmouth County Board of Chosen Freeholders** ("County") is the funding agent to this Agreement.

ARTICLE 1
DURATION

This Agreement shall be in full force and effect from January 1, 2010 through December 31, 2013. All of the provisions of this Agreement shall remain in full force and effect until a successor collective negotiations agreement has been executed.

ARTICLE 2 **RECOGNITION**

2.1 Bargaining Unit. Pursuant to the certification issued by the Public Employment Relations Commission ("PERC") in RO-2009-094, the Employer recognizes the Communications Workers of America, Local 1036, as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning terms and conditions of employment for all regularly employed paralegals, coordinators, administrators, directors, prosecutor's agents, victim advocates, analysts, media techs and MDT mental health consultants employed by the Monmouth County Prosecutor's Office.

2.2 Exclusions. Excluded are managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, non-professional employees, police employees, casual employees and all other employees employed by the Monmouth County Prosecutor's Office.

2.3 Use of Titles. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

2.4 List of Titles. The parties have mutually agreed to a list of employees and titles comprising the bargaining unit as of July, 2011, which is attached hereto as Appendix A. Any modification to the composition of this bargaining unit shall be subject to the mutual written agreement of the parties or through a determination by PERC.

ARTICLE 3 **MANAGEMENT RIGHTS**

All of the rights, power, authority, and responsibilities possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations, abridgements, or modifications as are specifically provided for in this Agreement.

The powers, rights, authority, and responsibilities retained and reserved by the Employer unto itself, include, but are not limited to, the following:

- (a) The executive management and administrative control of the Monmouth County Prosecutor's Office, its properties and facilities, the activities of its employees related to their employment, and the right to impose reasonable rules, regulations and procedures governing employment.
- (b) The right to hire employees and determine their qualifications.
- (c) The right to promote, reassign, or transfer employees.
- (d) The right to effect a reduction in force because of lack of work or budgetary or other legitimate reasons.
- (e) The right to contract for or sub-contract out services in accordance with law.
- (f) The right to determine schedules of work, as well as duties, responsibilities and assignments of all employees and to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

It is further recognized by all parties that the Prosecutor has been conferred and vested with certain powers, rights, authority and responsibilities by the laws of the State

of New Jersey, the Constitution of the State of New Jersey and/or the Constitution of the United States of America, which cannot be abridged or otherwise bargained away.

ARTICLE 4
UNION DUES/REPRESENTATION FEES

4.1 Dues Deduction. Upon receipt of a lawfully executed written authorization from an Employee, the Employer and County agree to deduct the regular monthly union dues of said Employee from his/her pay and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with N.J.S.A. 52:14-15.9(e). The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of January 1st or July 1st of the next succeeding date on which an employee files a written notice of withdrawal with the Employer and the Union.

4.2 Withdrawal. Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to CWA 1036 (Monmouth County Prosecutor's Office Professional Unit). Existing written authorization for dues deduction to an employee organization other than CWA 1036 (Monmouth County Prosecutor's Office Professional Unit) must be terminated within sixty (60) days of the date of execution of this Agreement.

4.3 Representation Fees. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten

(10) days of re-entry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members. The Employer's agreement to deduct agency shop fees hereunder is expressly conditioned upon the Union's representation that it maintains a demand and return system as provided by law.

4.4 Indemnification of Employer. The Union shall indemnify and hold the Employer and County harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Employer and/or County under the provisions of this Article.

4.5 Continuation. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

ARTICLE 5
UNION RIGHTS

5.1 Union Stewards and Representatives. The Union has the sole right and discretion to designate employees who are authorized to serve as the Union's representatives, including Stewards and Alternates and Local Executive Board members. The Union will specify the responsibilities and authority of its representatives to act on behalf of the Union. The Union will provide the Employer with a complete list of its Stewards, Alternates, and Union representatives within thirty days of ratification of this Agreement and upon request or upon change in representative thereafter.

5.2 Union Privileges.

- (a) Reasonable space will be provided by the Employer for Union materials to be posted on bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use. No inappropriate materials, such as partisan political literature, materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union shall be allowed. The cost of providing and maintaining such bulletin boards shall be borne by the Union.
- (b) Union representatives whose names have been provided in advance to the Employer shall be admitted to the premises of the Employer on Union business. Requests for visits shall be given with reasonable advance notice to the Employer and shall not be unreasonably denied. The Employer retains the absolute right to limit such access to any portion of the premises due to the confidential nature of Prosecutor's Office operations.

- (c) The Employer will allow the Union to utilize the office telephone system to communicate with members and its representatives related to union matters, provided it is non-disruptive to the operations of the office. The office fax and e-mail system are normally for official use only and thus may be used for Union communications only to the extent permitted by general office policy or as specifically authorized by the Prosecutor.

5.3 Union-related Leave.

- (a) The Union shall designate no more than three (3) employees to serve as Union representatives who shall be allowed to aggregate no more than ten (10) days in any calendar year for Union-related business, including travel, if any. These Union representatives shall be granted a leave of absence with pay for the time necessary to conduct such Union-related business. This time shall not accumulate from year-to-year.
- (b) A request to utilize Union leave time shall be made to the Prosecutor, or his/her designee, in writing and with at least ten (10) days advance notice unless, for reasons beyond the Union's control, it is impractical to do so. Requests for union leave shall not be unreasonably denied, but such requests may be denied if they would interfere with the efficient operations of the office.
- (c) Union leave time may be taken and shall be tracked in minimum increments of four (4) hours.
- (d) In addition to the foregoing, Union representatives shall be provided with paid leave for the time necessary to negotiate this Agreement or its

successor and for grievance meetings or hearings. There shall be no more than five (5) persons on leave for negotiations and no more than one (1) representative assigned to any grievance. Such leave time shall not count towards Union business days. No such leave time shall be granted for internal meetings of the Union's negotiating team with the exception of one (1) hour immediately preceding and following any meeting with the Employer to discuss collective negotiations.

ARTICLE 6
EMPLOYEE RIGHTS/DISCIPLINARY MATTERS

6.1 No employee shall be suspended, discharged, or reduced in classification or rank without just cause. The Employer recognizes the concept of progressive discipline, which does not preclude linkage of the severity of penalty with the degree of the infraction.

6.2 The employer's decision to issue notices of counseling or reprimand is deemed non-disciplinary in nature. The employee shall have the right to respond in writing to any written notices of counseling or reprimand and to include that response in his or her personnel file.

6.3 The Employer will respect an employee's right to have a Union representative present at a disciplinary proceeding or at any meeting or investigatory interview that is reasonably likely to result in discipline against the employee. The Employer will affirmatively notify an employee at the beginning of any meeting or interview that may result in discipline, of that potential outcome. Should an employee request Union representation during the course of such a meeting or interview, the Employer will cease questioning the employee to give the employee the opportunity to obtain representation. The Union agrees that it will provide such representation as soon as practicable.

6.4 The Union shall be advised upon the filing of any disciplinary charge against an employee, and will be provided with a copy of the charges at the employee's specific request, or if the employee chooses to utilize the negotiated grievance procedure contained in this Agreement.

6.5 Employees who are in the classified service of the Civil Service may utilize the negotiated grievance procedure to challenge any “minor” disciplinary action taken against them as that term is defined by Title 4A of the New Jersey Administrative Code (“Code”). The parties acknowledge that presently, “minor” disciplinary action is defined as a formal written reprimand or a suspension or a fine of five working days or less. “Major” disciplinary action, as that term is defined by the Code, shall only be appealed to the New Jersey Civil Service Commission (“Commission”). The parties acknowledge that presently, “major” disciplinary action” is defined as removal, disciplinary demotion or suspension or fine for more than five working days at any one time. The parties agree that if future changes in State law provide a different process for “major” disciplinary matters, including that such matters may be subject to binding arbitration, this provision will be reopened for further negotiations on this issue.

6.6 The parties recognize that certain employees within the bargaining unit (e.g. Prosecutor’s Agent) hold their position as at-will employees of the Prosecutor, and as unclassified employees, may not utilize the disciplinary appeal procedures of the Code. The Prosecutor shall retain a managerial prerogative to discipline or remove these employees with or without cause. Before discipline is imposed upon an at-will employee, he or she may request to discuss the matter with the Prosecutor, who will either meet with the employee or refer the matter to the First Assistant Prosecutor or a Deputy First Assistant Prosecutor to meet with the employee. Notice that such a meeting is requested must be made by end of the next business day after the employee has been advised that discipline may be imposed.

ARTICLE 7
NON-DISCRIMINATION

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

ARTICLE 8
VACATION

8.1 The Employer will provide vacation time off with pay to employees covered by this Agreement according to the following schedule:

- (a) One working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half working day if the employee begins work on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, an employee shall earn one vacation day for each month.
- (b) After 1 year of eligible service the employee is entitled to 12 vacation days each year.
- (c) After 5 years of eligible service the employee is entitled to 15 vacation days each year.
- (d) After 12 years of eligible service the employee is entitled to 20 vacation days each year.
- (e) After 20 years of eligible service the employee is entitled to 25 vacation days each year.

8.2 Regular part-time employees shall be entitled to a proportionate amount of paid vacation leave based upon the number of anticipated hours worked in a year and the number of regular full time hours worked in the unit.

8.3 For the purpose of computation, an employee who is employed for more than six months during the first calendar year of employment shall have that year included in the computation for years of eligible service in determining vacation leave. An employee

with six months or less during the first calendar year of employment shall not have that that period included in the computation for years of eligible service in determining vacation leave. Eligible service shall include continuous time of employment with the Monmouth County Prosecutor's Office, the County, or an agency or instrumentality of the County, regardless of the specific position held.

8.4 Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. When there is a change in the calendar year in such that the years of service requirement that was anticipated to be met during the calendar year is not met, and such change is 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. If the employee continues in the active service, the employee may repay the time owed either by a deduction from the employee's paycheck at the start of the following calendar year, or a reduction from the employee's vacation leave bank for the following calendar year.

8.5 Periods of employment before and after a suspension or leave without pay shall be considered eligible service. However, the period on a suspension or leave without pay, except for military leave, shall not be included in calculating years of eligible service.

8.6 Vacation time must be approved in advance by the Prosecutor or designee. Requests for vacation leave will be reviewed and approved based upon the needs of the office, but shall not be unreasonably denied.

8.7 If vacation time is not used at the end of a benefit year, it is forfeited except as determined in the sole discretion of the Prosecutor. In such situations, the Prosecutor

may authorize, in writing, an employee to carry over some or all of the unused vacation, provided, however, that all such vacation time shall be used on or before March 31 of the next calendar year.

8.8 If an employee terminates his/her employment with the Employer, he/she will be paid for any unused vacation time that has been earned through the employee's last day of work. In the event of an employee's death, the employee's estate shall be entitled to receive cash payment for earned, but unused vacation time at the employee's salary rate at the time of death.

8.9 Vacation leave may be utilized and shall be tracked and recorded in hours, or at the employer's discretion, in increments of no less than fifteen (15) minutes.

ARTICLE 9 HOLIDAYS

9.1 The following shall be recognized and observed as paid holidays:

- * New Year's Day (January 1)
- * Martin Luther King, Jr. Day (third Monday in January)
- * Presidents' Day (third Monday in February)
- * Good Friday (Friday before Easter)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Columbus Day (second Monday in October)
- * Election Day (Tuesday on or after November 2nd)
- * Veterans' Day (November 11)
- * Thanksgiving (fourth Thursday in November)
- * Friday after Thanksgiving
- * Christmas (December 25)

9.2 If a recognized holiday falls on a Saturday, it will be observed on the Friday before the holiday. If a recognized holiday falls on a Sunday, it will be observed on the Monday after the holiday.

9.3 Employees covered by the Fair Labor Standards Act ("FLSA") shall be compensated for hours worked on a recognized holiday at the rate of time and one-half their regular rate of pay if it results in the employee working more than forty (40) hours in a workweek. If the time worked on a recognized holiday does not result in the employee working more than forty (40) hours in a workweek, then the employee shall be granted compensatory time hour for hour to be used as alternative time off.

Employees not covered by the FLSA who are assigned to work on a recognized holiday shall be entitled to four (4) hours of paid leave if the work is for four hours or less, and eight (8) hours of paid leave if the work is for more than 4 hours. "Work" under this section shall not include brief, incidental activities that take less than one (1) hour such as making or responding to a phone call, or reading or drafting an e-mail.

All employees must have prior approval of a supervisor to work on a recognized holiday. Use of any leave time granted under this section is subject to the prior approval of the employee's supervisor, which shall not be unreasonably denied, and shall be taken during the same calendar year, or within 90 days, whichever is longer.

ARTICLE 10
ADMINISTRATIVE LEAVE

10.1 Full time employees shall be granted three (3) days of paid administrative leave in each calendar year for personal business, including emergencies and religious observances. Administrative leave may be utilized and shall be tracked and recorded in hours, or at the employer's discretion in increments of no less than fifteen (15) minutes.

10.2 Employees hired during the calendar year shall be granted administrative leave on a pro-rated monthly basis for the remaining calendar year. Thereafter, administrative leave shall be credited at the beginning of each calendar year.

10.3 Part time employees shall be entitled to a proportionate amount of paid administrative leave based upon the number of anticipated hours worked in a year and the amount of the regular full time hours worked in the unit.

10.4 Use of administrative leave must have prior advance supervisory approval when the need for such leave can reasonably be anticipated. Requests for administrative leave will not be unreasonably denied. In the event of an exigency requiring the use of administrative leave before supervisory approval can be obtained, the employee shall contact his/her supervisor at the earliest feasible time to advise of the situation and shall take reasonable steps whenever possible to avoid substantial disruption to the office.

10.5 Administrative leave that is not used during the calendar year shall be forfeited.

ARTICLE 11
SICK AND BEREAVEMENT LEAVE

11.1 Sick Leave The Employer will provide paid sick leave benefits to employees covered by this Agreement, including regular full time employees, and regular part-time employees (on a pro-rated basis).

- (a) Employees may use sick leave benefits for absence due to personal illness, injury, or disability. Employees can also use sick leave to be absent for the care of a seriously ill member of the employee's immediate family, including an employee's spouse, domestic partner, civil union partner, child (including stepchild), legal ward, grandchild (including step-grandchild), foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law and mother-in-law and other relatives living in the employee's household.
- (b) Sick leave shall accrue at the following rate:
 - 1. Eligible new employees shall receive one working day of paid sick leave for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
 - 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day of paid sick leave for each month of service.

3. After the first calendar year, employees will accrue sick leave benefits at the rate of 15 working days per year (1.25 days for every full month of service).
- (c) Sick leave shall accumulate from year to year and any unused sick leave time shall carry forward to the next year. Sick leave may be utilized and tracked and recorded in hours, or at the employer's discretion, in increments of no less than fifteen (15) minutes.
 - (d) The use of sick leave is subject to notification and verification procedures, as may be established by the employer from time to time.
 - (e) Eligibility for sell-back of any unused sick leave upon retirement or death, if any, shall be in accordance with general County policy in place at the time of retirement.

11.2 Family and Medical Leave

- (a) Employees shall be entitled to leave under the federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. 2601 et seq., and the New Jersey Family Leave Act ("FLA"), N.J.S.A. 34:11B-1 et seq., and shall also be eligible for benefits pursuant to the New Jersey Paid Family Leave Law ("Family Leave Law"), P.L. 2008, c. 17. The use of such leave shall be in accordance with rules and regulations established by the County, including, but not limited to, the requirement that employees who have available sick and personal leave must use such leave concurrently with their FMLA or FLA leave.

- (b) Leave taken pursuant to the FMLA and/or FLA shall not subject an employee to disciplinary action provided that such leave is taken in full compliance with the laws and regulations governing those statutes.

11.3 Pregnancy Related Leave

- (a) The employer will not discriminate against an employee who asks for an excused absence for medical reasons associated with pregnancy, and accordingly employees may request leave for a pregnancy-related condition, which shall be treated the same as a request for medical leave.
- (b) Requests for time off for bonding or child care will be treated as a request for family leave, which shall be unpaid unless the employee is eligible for benefits pursuant to the Family Leave Law. At the end of an approved leave pursuant to this section, the employee will be returned to the same or an equivalent job, although it is mutually acknowledged that the employee may not necessarily return to the same assignment or posting.
- (c) This section shall not be interpreted to deprive any employee of any right provided by law.

11.4 Bereavement Leave

- (a) Paid Bereavement leave for up to five (5) days will be granted for a death in the employee's immediate family, meaning the employee's spouse, civil union partner, domestic partner, parent, step-parent, child or step-child.
- (b) Paid Bereavement leave for up to three (3) days will be granted for a death in the employee's non-immediate family, meaning the employee's

parent-in-law, sibling, grandparent, grandchild (including step-grandchild), foster child, or other member of the immediate household.

- (c) With a supervisor's approval, an employee may also use any other available paid leave, such as vacation time, if he/she needs additional time off for the death of a family member.
- (d) Notification that bereavement leave will be utilized should be made as soon as practicable after the need for such leave arises.

ARTICLE 12
OTHER AVAILABLE LEAVE

12.1 Jury Duty. Employees serving jury duty when required will be granted leave with pay for the time required to attend jury duty that is scheduled during regular work hours, under the following terms and conditions:

- (a) Upon receipt of a jury duty summons, it shall be presented to the employee's immediate supervisor as soon as possible.
- (b) Employees shall return to work whenever the court schedule permits them to do so.
- (c) Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.
- (d) Employees will submit to their supervisor written verification of attendance signed by a representative of the Court.

12.2 Military Leave

- (a) The Employer will grant a military leave of absence if an employee is absent from work because he or she is serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").
- (b) The terms and conditions of leave granted by this provision shall be identical to those set forth by general County policy, and employees shall also be entitled to all of the benefits established by Resolution 03-283, adopted by the Monmouth County Board of Chosen Freeholders on April 10, 2003, so long as it remains in effect.

12.3 Leave of Absence Without Pay

- (a) A leave of absence without pay may be granted under certain limited circumstances such as:
 - 1. Pursuant to the FMLA and/or FLA, as more fully described in Article 9, Section 2 of this Agreement.
 - 2. Employee illness, which extends beyond accumulated sick, vacation or other paid leave, under the terms and conditions set forth by general County policy.
 - 3. Pregnancy disability and child care leave, under the terms and conditions set forth set forth by general County policy.
 - 4. Other personal reasons.
- (b) No leave shall extend beyond one (1) year except in extraordinary circumstances, as determined by Employer's sole discretion.
- (c) In all circumstances, an employee is required to have prior approval before taking a leave of absence under this section.

12.4 Witness Duty

- (a) If an employee is subpoenaed or otherwise required to appear by or on behalf of the County, he or she shall be granted time off with pay to do so.
- (b) If an employee is subpoenaed or otherwise required to appear in a proceeding of personal interest, he or she shall be granted time off without pay to do so, or may substitute vacation or administrative leave if available.

ARTICLE 13
EMERGENCY CLOSINGS

13.1 In the event that County offices are closed before their scheduled opening, any employee who does not have a required appearance before a court that remains open for business, or is otherwise specifically deemed essential due to time-sensitive work responsibilities by the Prosecutor, is not required to report to work and will receive his/her regular day's pay. Employees shall abide by general County policy with respect to the treatment of pre-approved leave in the event of an emergency closing.

13.2 In the event that County offices are closed at any time after their scheduled opening, any employee who does not have a required appearance before a judicial body that remains open for business, or is otherwise specifically deemed essential by the Prosecutor due to time-sensitive work responsibilities, will be dismissed when the closing becomes effective and will receive his/her regular day's pay. Any employee not on pre-approved leave but who did not report for duty due to sick, vacation or personal reasons, shall be charged with the full day's absence.

13.3 In the event that County offices are closed under 13.1 or 13.2, above, but an employee has a required appearance before a court that remains open for business, the employee shall be required to make the necessary appearance. However, upon completion of such business, and provided that the Prosecutor does not specifically deem the employee's return to work essential due to time-sensitive work responsibilities, the employee will be dismissed for the remainder of the day and will receive his/her regular day's pay.

ARTICLE 14
HEALTH BENEFITS AND WORKERS COMPENSATION

14.1 It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall not be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

14.2 The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall in no event be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. The County shall continue to calculate the employee portion of the premium in accordance with all prior years, and shall not change its method of calculation. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

14.3 The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders, shall continue to apply, and the County's traditional indemnity

medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

14.4 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. Employees who have opted out of the County's health insurance plan may enroll in just the prescription insurance plan. All existing prescription drug co-pays shall remain unchanged at the current level unless and until such time as these co-pays are increased across the board for the County's employees not represented for purposes of collective negotiations, or January 1, 2012, whichever comes later. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following:

<u>Non-Mail Order</u>	
Retail (brand)	\$20.00 (current level \$15)
Generics	\$10.00 (current level \$5)
<u>90 days Mail Order</u>	
Retail (brand)	\$15.00 (current level \$10)
Generics	\$5.00 (current level \$0)

14.5 Part-time employees hired on or before December 31, 2011 are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Part-time employees hired on or after January 1, 2012 are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty-one (31) hours weekly. Temporary employees are not eligible for these benefits.

14.6 The County shall make available to employees a voluntary employee-funded Dental Insurance plan.

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

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 A "grievance" shall be defined as any controversy or dispute arising between the parties and relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement or the terms and conditions of employment. A "grievance" shall not include "major discipline" taken against a classified employee or any disciplinary action taken against a non-classified employee.

15.2 A grievance, to be considered in this procedure, must be initiated by an employee or the Union within ten (10) working days from the time the employee or Union knew or should have known of its occurrence.

15.3 Failure at any step of this procedure to communicate in writing the decision of a grievance within the specified time limits shall permit the aggrieved employee or the Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

15.4 Grievances shall be handled utilizing the following procedure, provided that nothing shall prohibit the parties from attempting to resolve grievances informally with an immediate supervisor at the earliest possible time, which shall not stay the time limit for filing a formal written grievance unless otherwise agreed upon by the parties in writing.

STEP ONE

A formal written grievance may be filed either with the Director of Support Services, if the employee reports to that person, or a supervising member of the attorney staff to be designated by the Prosecutor, if the employee reports to the attorney staff. The designated attorney shall not be a member of CWA 1036. This grievance shall

be filed within ten (10) working days from the time the employee knew or should have known of its occurrence. A written decision thereon shall be rendered within ten (10) working days after the grievance has been filed with the Director of Support Services or designated member of the attorney staff.

STEP TWO

If the grievance is not resolved through Step One, or no decision has been rendered within ten (10) working days after presentation of the grievance at Step One, then the aggrieved party may submit the grievance to the Prosecutor within ten (10) working days after receipt of the answer or after the answer was due. The Prosecutor, or a designee, shall meet with the grievant within ten (10) working days after the grievance is submitted, and issue a written decision thereon within ten (10) working days after that meeting. A meeting may be waived and the presentation of the grievance may be in writing by mutual agreement.

STEP THREE

If the grievance is not resolved through Step Two, the Union may request arbitration in writing within fifteen (15) working days after the reply of the Prosecutor is received or due, or the grievance shall be deemed to be irrevocably waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission with a copy simultaneously transmitted to the Prosecutor. The request for arbitration shall further request that a panel of arbitrators be generated by PERC and transmitted to the respective parties to this Agreement so that the parties can select an arbitrator pursuant to PERC regulations.

15.5 If any grievance proceeds to arbitration pursuant to this grievance process, the fees and expenses of the Arbitrator shall be borne equally by the Employer and Union.

15.6 It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party retaining such services.

15.7 An employee who is the subject of the grievance shall be entitled to attend the grievance hearing, if scheduled for working hours, with no loss of pay or benefits. An

employee appearing as a witness for any party shall be permitted to do with no loss of pay or benefits. The parties shall take all reasonable efforts to minimize disruption to the office resulting from the appearance of employee witnesses. Expenses of all other witnesses for either side shall be borne by the parties producing such witnesses.

15.8 The arbitrator shall have no power or authority to add to, subtract from, or modify, in any way, the terms of this Agreement.

15.9 The arbitrator will be directed to make every reasonable effort to issue a decision within thirty (30) calendar days from the date the hearing is closed. The arbitrator's decision shall be in writing, setting forth findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

15.10 Any step in the grievance procedure may be waived by mutual written consent, and any time period or limitation contained in the grievance procedure may similarly be waived by mutual written consent.

15.11 An employee must be represented at all stages of the grievance procedure by the Union, unless the grievance challenges the imposition of disciplinary action. In the event of a grievance challenging the imposition of disciplinary action, employees may represent themselves in Steps One and Two of the grievance procedure, but not Step Three. When an employee is not represented by the Union at Steps One or Two the Union shall have the right to be present and state its views at all stages of the grievance procedure, shall be entitled to correspondence and the results of each step.

15.12 No contractual grievance shall be deemed settled unless the Union is a signatory to the settlement agreement.

ARTICLE 16
WORK SCHEDULE

16.1 Hours of Work. All full-time employees shall work a forty (40) hour workweek, which shall normally consist of five (5) consecutive eight (8) hour workdays, Monday through Friday. General office hours are from 8:00 A.M. until 5:00 P.M. Consistent with current office policy, employees may be permitted to work one of the following schedules, subject to the approval of a supervisor and in line with operational needs:

- a) 8:00 A.M. until 4:30 P.M. with a 30 minute meal break
- b) 8:00 A.M. until 5:00 P.M. with a 60 minute meal break
- c) 8:30 A.M. until 5:00 P.M. with a 30 minute meal break.

All meal breaks shall be unpaid. Employees shall also be entitled to two paid fifteen (15) minute breaks, one in the morning and one in the afternoon. Any request to vary an employee's standard work hours beyond the schedules set forth above shall be within the sole and complete discretion of the Prosecutor or his/her designee.

16.2 Overtime. Overtime is defined as all work performed in excess of the forty (40) hour workweek. The Employer agrees to compensate employees for overtime at the rate of time and one-half their regular rate of pay, except for those employees who are deemed "exempt" under the FLSA. All overtime must be authorized by the Employer. Sick leave shall not count as hours worked for overtime purposes. Compensatory time at a rate of time and one-half may be granted in lieu of paid overtime at the sole and exclusive discretion of the Employer.

16.3 Flexible Schedule. It is recognized that some employees covered by this Agreement may from time to time be assigned certain responsibilities that take place outside of the general daily working hours established above. The Employer may

permit such employees to work a flexible schedule during that same workweek in order to work as close to a forty (40) hour workweek as possible, subject to the needs and prior approval of the Employer.

For non-FLSA employees, if they are directed by a supervisor to work an unscheduled event or assignment, such as a late night emergency call, or a special project that can only be completed at odd hours, such employees may be allowed to flex their schedule an equivalent amount of time within two weeks of such event or assignment, subject to the needs and prior approval of the Employer. However, a non-FLSA employee shall not be automatically entitled to flex his or her schedule simply because he or she is required to stay at work beyond general daily working hours or works in excess of forty (40) hours in a particular week in order to meet his or her general workplace responsibilities. Flextime for a non-FLSA employee is intended to be in consideration of special circumstances and shall only be granted in such circumstances.

ARTICLE 17
PERSONNEL MATTERS

17.1 Employees shall be entitled to access to their personnel file maintained either by the Prosecutor or the County upon written notice to Employer. Files may only be reviewed when a representative of the Employer is present.

17.2 Whenever a disciplinary document or negative report is to be placed in an employee's personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to present a rebuttal. If the employee desires, he/she shall be permitted to place the rebuttal in the employee's personnel file.

17.3 It is recognized that the Prosecutor retains the sole managerial prerogative to determine the specific assignments of employees within their Civil Service job specifications and he/she is not required to advertise any job opening or position within the office. However, the Prosecutor will provide employees an opportunity to meet with an appropriate representative of management, once per each 12-month period, to discuss that employee's career goals and professional interests. This discussion shall be for informational purposes only, and the Prosecutor has no obligation to assign an employee to any job opening or position as a result of this discussion.

ARTICLE 18
HEALTH AND SAFETY

18.1 Legal Mandates. The Employer shall observe statutory and regulatory mandates regarding occupational and environmental health and safety matters. The County and Prosecutor agree to provide a safe and healthy workplace in accordance with accepted standards and mandates.

18.2 Designee. The Union may designate employee representatives who are authorized to bring health and safety concerns to the Prosecutor or his/her designee. Should the Union request a meeting with the Prosecutor or his/her designee to discuss any health and safety issue, such a meeting shall be scheduled within ten (10) business days unless otherwise agreed upon by the parties. Should the Prosecutor establish a labor-management committee or working group concerning health and safety issues, the Union shall be included in its membership, if desired.

ARTICLE 19
SAVINGS CLAUSE

In the event that any federal or state legislation, or any binding court decision results in the invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE 20
SENIORITY

20.1 Seniority for purposes of this Agreement shall be calculated as total length of service to the Monmouth County Prosecutor's Office in any title beginning with the most recent date of hire. Unpaid leaves of absence and breaks in service shall be deducted from the employee's calculation of length of service. Seniority shall be a determining factor for approving vacation requests and shall be given preference in promotions, where ability to perform work is equal, as determined by the Employer.

20.2 For purposes of calculating accrual of sick and vacation leave time, as well as determining years of service for entitlement to additional vacation leave, the employer will credit previous service to the County or an agency or instrumentality thereof, provided there is no break in service.

20.3 The Employer shall maintain an accurate seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

20.4 The Employer will furnish to the Union upon request a listing of personnel changes including new hires, terminations, retirements, title changes and promotions.

20.5 In the event of a layoff or reduction in force, the employer shall comply with all Commission requirements and procedures, and will respect any layoff rights that may be available to a laid-off employee pursuant to Commission regulations.

ARTICLE 21
VEHICLE AND MISCELLANEOUS EXPENSES

21.1 The parties acknowledge that the Employer has the sole and exclusive managerial right to determine if, how and when automobiles will be distributed among employees, and to establish policies for their usage. However, if employees are required to use their personal vehicles for work purposes, Employer will provide reimbursement in an amount equal to the standard mileage rates offered by the County. Additionally, any tolls and/or parking fees shall be reimbursed in full. However, no reimbursement will be provided for travel to and from home and work, even if such travel occurs on a non-scheduled workday. The Employer reserves the right to require appropriate documentation of any claim for reimbursement.

21.2 The Employer shall reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All such travel must be approved in advance and be in compliance with the County's Conference and Associated Travel Policy.

21.3 The Employer shall pay the full cost of maintaining any certifications and/or licenses that the Employer requires an employee to hold as part of his/her job responsibilities. This provision shall not apply to obtaining any such certifications and/or licenses unless pre-approved by the Prosecutor in his or her sole discretion.

21.4 The Employer shall offer a Tuition Assistance and Reimbursement Policy to the same extent as offered by the County generally to its employees.

21.5 An employee may be granted paid leave for a period of up to five (5) days to attend a conference or convention that will be of benefit to the employee in performing

his or her job duties. Any such leave shall be granted in the sole discretion of the Prosecutor.

21.6 The Prosecutor shall maintain the managerial discretion on whether or not to provide any bargaining unit employee with a County-issued cell phone. However, if an employee incurs personal cell phone expenses specifically as a result of his or her employment with the Prosecutor, which exceeds that employee's ordinary and customary cell phone expenses, the Union may bring the matter to management's attention. Thereafter, the parties shall meet in good faith to resolve the matter in an equitable fashion.

ARTICLE 22
NO STRIKE OR LOCKOUT

22.1 There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Prosecutor shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article. The Employer shall not support any lockout of employees during the term of the Agreement.

ARTICLE 23
CREDIT UNION CHECK OFF

23.1 The Employer and County agree to make payroll deductions for any employee, upon written request, to be paid to a credit union to the extent authorized by New Jersey law.

ARTICLE 24
OUTSIDE EMPLOYMENT

24.1 Employees shall be permitted to obtain and engage in outside employment only with the express approval of the Prosecutor and in accordance with applicable County policy and State law.

ARTICLE 25
COMPLETE AGREEMENT

25.1 The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

25.2 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

25.3 It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

25.4 This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements.

No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

25.5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 26
SALARIES AND WAGES

26.1 All bargaining unit employees employed by the Employer on January 1, 2010, shall receive a wage increase of 3.00%, effective the first pay period of 2010.

26.2. All bargaining unit employees employed by the Employer on January 1, 2011, shall receive a wage increase of 2.00%, effective the first pay period of 2011.

26.3 All bargaining unit employees employed by the Employer on January 1, 2012, shall receive a wage increase of 2.00% effective the first pay period of 2012.

26.4 All bargaining unit employees employed by the Employer on January 1, 2013, shall receive a wage increase of 1.75% effective the first pay period of 2013.

26.5 Bargaining unit employees must be employed by the Prosecutor on the date this Agreement is ratified by the membership of the Union to be entitled to any retroactive payments under this Article.

26.6 The Prosecutor shall have discretion to place a newly hired employee covered by this Agreement at any salary level within the salaries provided to existing employees but once placed the employee shall receive increases equal to those of other bargaining unit members at the same salary in accordance with the requirements of this Agreement.

26.7 The parties agree that the Prosecutor's Office shall provide one-time adjustments to salaries within the office, effective January 1, 2012, as set forth in Appendix B to this Agreement.

ARTICLE 27
DURATION

This Agreement shall be in full force and effect from January 1, 2010 through December 31, 2013. All of the provisions of this Agreement shall remain in full force and effect until a successor collective negotiations agreement has been executed.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this _____ day of _____, 2012.

FOR THE EMPLOYER:

MONMOUTH COUNTY PROSECUTOR

FOR THE UNION:

Adam Liebttag, CWA 1036

Don Rice, CWA National

FOR THE FUNDING AGENT:

MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

APPENDIX A
List of Titles and Employees in Professional Unit
As of July 2011

Title	Last Name	First Name
1. COORD NRS EXAM	A	E
2. PROS AGENT	B	M
3. ADVOC VICTIM WIT	B	B
4. PROS AGENT	B	T
5. PARALEGAL SPEC	B	C
6. PROS AGENT	B	L
7. SR CLK TYP	C	A
8. CLERK	C	B
9. PARALEGAL SPEC	D	J
10. PROS AGENT	F	S
11. PROS AGENT	F	S
12. PROS AGENT	F	N
13. PARALEGAL SPEC	F	T
14. PARALEGAL SPEC	I	L
15. CLERK	K	D
16. COORD FED ST AID	L	T
17. PROS AGENT	L	C
18. PARALEGAL SPEC	M	H
19. PROS AGENT	M	G
20. PARALEGAL SPEC	M	P
21. PROS AGENT	M	D
22. CLERK	O	G
23. ADVOC VICTIM WIT	R	S
24. PARALEGAL SPEC	R	D
25. MEDIA TECH 1	S	J
26. ADVOC VICTIM WIT	S	A
27. PARALEGAL SPEC	T	P
28. NETWORK ADMIN 1	T	N
29. ADVOC VICTIM WIT	U	M
30. SR CLK	V	B
31. ADVOC VICTIM WIT	V	C
32. PARALEGAL SPEC	W	M
33. PROS AGENT	W	C
34. CLERK	W	S

APPENDIX B
Salary Grid for 2012

TITLE	LAST	FIRST	Yrs in position	Adjusted Salaries for 2012
PROS AGENT	F	S	27	\$ 76,532
PROS AGENT	F	N	27	\$ 76,532
PROS AGENT	L	C	27	\$ 76,532
PROS AGENT	M	D	23	\$ 66,984
SR CLK TYP	C	A	20	\$ 62,434
PROS AGENT	F	N	20	\$ 62,434
CLERK	C	B	19	\$ 59,916
PARALEGAL SPEC	B	C	17	\$ 56,186
SR CLK	V	B	17	\$ 56,186
PARALEGAL SPEC	M	H	13	\$ 48,801
PARALEGAL SPEC	T	P	12	\$ 48,216
PARALEGAL SPEC	F	T	12	\$ 47,031
CLERK	W	S	11	\$ 26.47
PARALEGAL SPEC	D	J	9	\$ 46,551
PARALEGAL SPEC	I	L	8	\$ 46,261
PARALEGAL SPEC	R	D	7	\$ 44,511
PARALEGAL SPEC	W	M	7	\$ 44,511
PARALEGAL SPEC	M	P	2	\$ 39,735
PROS AGENT	B	L	24	\$ 71,032
ADVOC VICTIM WIT	B	B	7	\$ 36,269
ADVOC VICTIM WIT	U	M	1	\$ 30,815
ADVOC VICTIM WIT	V	C	1	\$ 30,815
ADVOC VICTIM WIT	S	A	1	\$ 30,815
ADVOC VICTIM WIT	D	A	1	\$ 32,000
PROS AGENT	M	G		\$ 51,908
MEDIA TECH 1	S	J	10	\$ 51,026
CLERK	K	D	9	\$ 64,875
CLERK	O	G	7	\$ 20.39
PROS AGENT	B	M	4	\$ 43,539
PROS AGENT	B	T	4	\$ 53,581
PROS AGENT	W	C	2	\$ 41,831
COORD NRS EXAM	A	E	16	\$ 92,520
ADVOC VICTIM WIT	R	S	12	\$ 56,126
COORD FED ST	L	T	12	\$ 72,895
NETWORK ADMIN	T	N	8	\$ 85,959

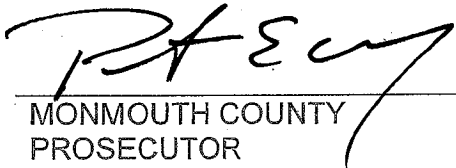
**ARTICLE 27
DURATION**

This Agreement shall be in full force and effect from January 1, 2010 through December 31, 2013. All of the provisions of this Agreement shall remain in full force and effect until a successor collective negotiations agreement has been executed.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 4th day of May, 2012.

FOR THE EMPLOYER:

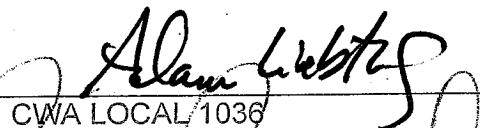
FOR THE UNION:



MONMOUTH COUNTY
PROSECUTOR

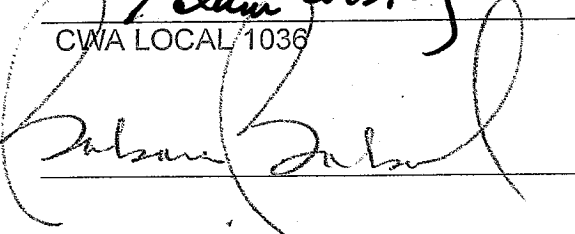
CWA NATIONAL REPRESENTATIVE

FOR THE FUNDING AGENT

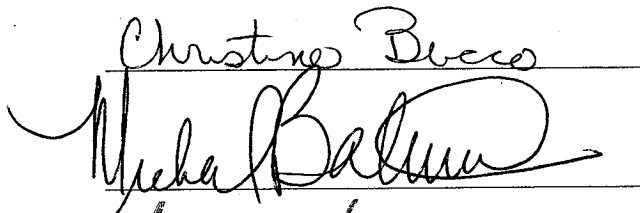


CWA LOCAL 1036

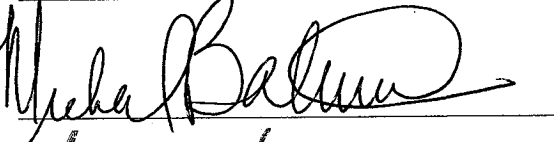
MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS



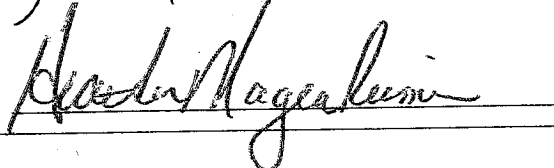
Susan Allen



Christina Basso



Michael Balthus



Harold Magalini

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

Freeholder Meeting Venue:

Date: May 10, 2012 - 7:00 PM

Location: Hall of Records
 Judge Cavanagh's Courtroom
 1 East Main Street
 Freehold, NJ 07728

Agenda: Resolution to adopt negotiated Agreement between the Monmouth County Board of Chosen Freeholders, the Monmouth County Prosecutor and CWA 1036 (Prosecutor Professional Unit)

Official Document #	Res# 2012-0398						
Meeting Date	05/10/2012						
Introduced Date	05/10/2012						
Adopted Date	05/10/2012						
Agenda Item	35						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
DiMaso	✓				✓		
Rich	✓				✓		
Burry	✓		✓		✓		
Arnone	✓			✓	✓		
Curley	✓				✓		

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

May 10, 20 *12*
J. Martin Maxwell
 CLERK



Administrator

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY PROSECUTOR AND CWA 1036 (PROSECUTOR PROFESSIONAL UNIT)

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Prosecutor and the Communications Workers of America, Local 1036 (hereinafter "CWA 1036") (Prosecutor Professional Unit) have engaged in negotiations with regard to a successful initial collective negotiations agreement for CWA 1036 (Prosecutor Professional Unit) employees for the period of January 1, 2010 through December 31, 2013; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the Agreements of the parties; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has been advised that the employees represented by CWA 1036 (Prosecutor Professional Unit) have ratified the Agreement, that it has been approved by the Monmouth County Prosecutor and that it is fair and agreeable to them and it is fair and agreeable to the Monmouth County Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders hereby accepts and adopts the Agreement reached with the CWA 1036 (Prosecutor Professional Unit) employees for the period of January 1, 2010 through December 31, 2013, and in accordance with the terms therein set forth in the Agreement, a copy of each which shall be filed with the Clerk of the Monmouth County Board of Chosen Freeholders.

Introduced on: May 10, 2012
Adopted on: May 10, 2012
Official Resolution#: 2012-0398

BE IT FURTHER RESOLVED that the Director and Clerk of the Board of Chosen Freeholders be and are hereby authorized to execute said Agreement on behalf of the County of Monmouth.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the appropriate representatives of CWA 1036 (Prosecutor Professional Unit); Peter Warshaw, Monmouth County Prosecutor; Andrea I. Bazer, Esq., Monmouth County Counsel; Craig R. Marshall, Director of Finance and Kevin J. Burke, Jr., Director of Human Resources.