

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF HEALTH
and the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 2003 through DECEMBER 31, 2006

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PREAMBLE

This AGREEMENT, by and between the MONMOUTH COUNTY BOARD OF HEALTH and the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter referred to as the Employer and/or the County] and the COMMUNICATION WORKERS OF AMERICA, LOCAL 1040, AFL-CIO [hereinafter referred to as the CWA or the Union], represents the complete and final understanding between the parties.

This Agreement has as its purposes the promotion of harmonious relations between the County and the CWA, 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 terms and conditions of employment.

ARTICLE 1

RECOGNITION

Section 1. The County recognizes CWA Local 1040, as the exclusive representative of all full-time employees employed at the Monmouth County Board of Health in the titles set forth in Section 2 below, and including part-time employees in those titles who are working twenty (20) hours or more weekly, but excluding all confidential employees, managerial executives, and supervisors, police, fire employees, casual employees, employees in other negotiations units, professional employees, and all other employees employed by the Monmouth County Health

Department.

Section 2. Included titles recognized are listed as follows:

1. Clerk Driver
2. Clerk Typist
3. Clerk Typist Bilingual
4. Environmental Health Specialist
5. Environmental Health Specialist Trainee
6. Field Representative Disease Control/Sanitary Inspector
7. GIS Specialist Trainee
8. GIS Specialist
9. Hazardous Materials Technician 2
10. Hazardous Waste Operation Technician
11. Hazmat Responder
12. Health Aide
13. Principal Clerk Typist
14. Principal Lab Technician Water
15. Public Health Investigator
16. Sanitary Inspector Trainee
17. Sanitary Inspector
18. Senior Clerk Typist
19. Senior Environmental Health Specialist
20. Senior Lab Technician

21. Senior Sanitary Inspector

22. X-Ray Technician.

Section 3. A new title authorized for use by the Employer at the Board of Health may be negotiated for inclusion into the bargaining unit. In the event that agreement between the Employer and the Union is not reached, the title will remain excluded from the bargaining unit and until final resolution by the Public Employee Relations Commission [PERC].

ARTICLE 2

UNION RIGHTS

Section 1. Duly authorized representatives of the Union shall be granted a maximum of ten (10) days of paid leave during any calendar year for attendance at authorized Union conventions, shop steward training, or meetings. Requests for such Union leave time must be made to the Public Health Coordinator in writing by an authorized Union representative at least two weeks in advance of the use of such time, which requests will not be unreasonably denied. Unused Union leave days will not accumulate from year to year.

Section 2. Duly authorized Union representatives who are not employees of the Board of Health or the County shall have the right to visit the work place on Union business upon prior notice to and receipt of approval from the Public Health Coordinator. Such approval shall not be unreasonably withheld.

Section 3. The CWA shall have the right to post notices concerning Union business on a Bulletin Board provided by the Board at its main office location, at the scale area of the reclamation center and at the household hazardous waste location. The union will reimburse the County for the cost of the bulletin boards at the reclamation center locations. It is agreed that the Bulletin Board shall be used for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general matters concerning the business of the Union. And it is agreed that all notices are to be presented to the Public Health Coordinator prior to posting.

ARTICLE 3

DUES DEDUCTION/AGENCY FEE

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 County, the amount of monthly Union dues. Monthly Union dues shall be two (2) hours pay, per month based on a 40-hour work week or such other amount as may be certified to the County 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 County to the Union by the tenth (10th) day of the month following the calendar month in which such deductions were made.

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 is 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 NJSA 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. It is agreed that the Union shall establish and maintain at all times a demand and return systems as provided by NJSA 34:13A-15.5 (c) and 5.6, and that membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a demand and return system, or if membership is not so available, the Employer may immediately cease making said deductions and until the matter is remedied.

Section 5. The Union shall indemnify and hold the Employer and County harmless against any and all such claims, suits, orders or judgements brought or issued against the Employer or County that shall arise out of any of the provisions of the Article.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. Seniority is defined as an employee's continuous length of service with the Board or County, beginning with date of hire.

Section 2. Seniority by work section shall be given preference in vacation schedules; and, all other things being equal, seniority shall be given preference in promotions and work shifts.

Section 3. The County shall maintain a service roster showing each employee's date of hire, classification and pay rate, and it shall furnish a copy of same to the CWA upon request.

Section 4. Probationary Period. New employees receiving a permanent appointment shall serve a three (3) month probationary period.

The Employer has the right to remove said employees during or at the end of such probationary period, provided performance has not been satisfactory in accordance with the standards established by the Employer. Such dismissal shall not be subject to the grievance procedure, but may be appealed to the NJ Department of Personnel, Merit System Board.

Section 5. It is understood that a three (3) month probationary period shall also apply to those employees who have been in service but have been promoted to a higher title. Those employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer. Such return shall not be subject to the grievance procedure, but may be appealed to the NJ Department of Personnel, Merit System Board.

Section 6. Job Postings. Job openings, except entry level clerical positions, shall be posted on the main office bulletin board, the scale area of the reclamation center and at the household hazardous waste location, and they shall remain posted for a period of ten (10) working days.

Section 7. Personnel File. An employee shall have the right to review their County personnel file on request.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. All such rights, powers, authority and prerogatives of management possessed by the Board and the County are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

Section 2. The Board and the County retain the responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees, not inconsistent with the expressed provisions of this Agreement.

Section 3. Among the rights retained is the right to direct the working forces, to plan, direct and control all the operations and services of the departments covered in this contract, to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or

facilities.

The exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

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

ARTICLE 6

SHOP STEWARD

Section 1. The Union shall be entitled to name two (2) Stewards and two (2) Alternate Stewards. The Union will provide written notification to the Employer of each Steward and Alternative Steward which represents it. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Steward, or the Alternative Steward in the absence of the Steward, shall restrict their activities to the handling of grievances. The Steward shall be allowed a reasonable amount of time for this purpose, but only to such extent as does not neglect, retard or interfere with their work or duties for the County, or with the work or duties of other employees. Stewards must ask their immediate supervisor for permission to investigate and adjust grievances, and such permission shall be granted without unreasonable delay and at no loss of pay.

Section 3. With the exception of processing matters and negotiating contracts, the Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

ARTICLE 7

DISCIPLINARY PROCEDURE

Section 1. Employees shall not be disciplined or discharged except for just cause.

Section 2. The Local CWA 1040 Union Representative, as designated to the Board of Health by CWA Local 1040, shall be provided with a written copy of any proposed disciplinary action issued to an employee.

Section 3. An employee required to attend an investigatory meeting which may result in disciplinary action shall be entitled to have a Union representative attend such meeting. An employee shall be given notice of the right to have a representative present during such a meeting. If an employee requests a Union representative and none can be reasonably provided, the meeting will not be delayed.

Section 4. Minor Disciplinary Actions shall include, but are not limited to, the following:

- a. Suspensions of one (1) through five (5) days;
- b. Official written reprimands.

- c. Written warnings.

Minor disciplinary actions may be appealed through the Grievance/Arbitration Procedure, commencing at Step 2, if initiated within 15 days of notice of the discipline.

Section 5. Major Disciplinary Actions shall include, but are not limited to, the following:

- a. Suspension of more than five (5) days at one time;
- b. Demotion;
- c. Discharge.

Employees receiving notice of major disciplinary actions shall be entitled to a hearing conducted by the Department according to its rules. Employees may appeal the decision of the Department Head (Final Notice of Disciplinary Action) to the Merit System Board within twenty (20) calendar days after receipt of the Final Notice, pursuant to the Department of Personnel Rules. The Merit System Board's Law and the Rules and Regulations promulgated there under shall govern the disposition of such request or petition.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. A "grievance" is defined to mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the

provisions of this Agreement or a dispute concerning disciplinary action taken against a member of the bargaining unit.

Section 2. The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to problems which may, from time to time, arise under this contract and which affect employees in the bargaining unit.

Section 3. In order to be considered under this procedure, a grievance must be initiated in writing within fifteen (15) days of the date on which the grievant or Union knew or should have known of the event or events giving rise to the complaint; and the grievance must state clearly the contract provision claimed to have been violated, misinterpreted or inequitably applied or the disciplinary action contested.

Section 4. General Procedures.

1. Nothing herein contained shall be construed as limiting the right of a grievant to discuss the matter informally with their immediate supervisor.

2. The number of days indicated at each level of the grievance procedure shall be considered as maximums and every effort should be made to expedite the process. Time limits may be extended only if mutually agreed upon in writing.

3. Any written disposition of a grievance at any step which is not appealed to the succeeding step within the time limits provided shall be deemed to be a waiver of further appeal of the decision.

4. The failure to provide a written disposition of a grievance at any step within the time limits provided shall be considered a denial of that grievance and shall require the grievant to appeal that denial to the next step unless satisfied with the action taken. If there is no

such appeal to the succeeding step within the time limits provided, that shall be deemed to be a waiver of further appeal of the decision.

5. Any employee shall be entitled to the assistance of a Union representative at all steps of the grievance procedure.

6. No employee shall suffer any loss of pay because of attendance at a grievance meeting scheduled during working hours. Employees shall not be paid for attendance at grievance meetings under this procedure if such meetings are scheduled outside the employee's scheduled working hours.

Section 5. Specific Procedures.

Step 1

(a) An employee having a grievance shall present it in writing to their immediate supervisor on established grievance forms.

(b) The grievance shall set forth the event or events giving rise to the grievance, the provisions of the Agreement which are alleged to have been violated, misinterpreted, or inequitably applied and the remedy sought.

(c) The immediate supervisor shall schedule a meeting with the grievant and their union representative, if requested, and shall thereafter render a written disposition on the grievance within five (5) working days.

Step 2

(a) If the grievant is not satisfied with the immediate supervisor's answer, or if an answer is not received within the time limit, the grievant shall have the right to file an appeal in writing with the Public Health Coordinator within ten (10) working days of receiving the answer or the

expiration of the time for answer. such appeal shall be made on the forms provided for that purpose.

(b) The Public Health Coordinator shall render a written decision on the appeal within five (5) working days.

Step 3

(a) If the grievant is not satisfied with the answer received at Step 2 or if no answer is received, the Union may, within thirty (30) days following receipt of the answer or expiration of the time period established for answer, initiate a Demand for Arbitration with the Public Employment Relations Commission. The Union shall provide the Public Health Coordinator and the County Personnel Officer with a copy of any Demand for arbitration.

(b) An arbitrator shall be selected by the parties in accordance with the procedures established by the Public Employment Relations Commission.

(c) The grievance arbitration proceedings shall be conducted in accordance with the rules and regulations established by PERC. The arbitrator shall conduct a hearing and shall render a written decision within thirty (30) days of the close of the hearing. The arbitrator shall add nothing to nor subtract anything from the terms of this Agreement. The decision of the arbitrator shall be final and binding.

(d) The County and the Union shall share equally the fee and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.

ARTICLE 9

SALARY

Section 1. Effective the first pay period in 2003, the base salary for all employees in the unit and employed by the Employer on the last pay period of 2002, and who are also employed on the date of final ratification of this Agreement by the County, shall receive a wage increase of \$ 1,250 or 4 %, whichever is higher, provided that the maximum salary for employees in the title of Sanitary Inspector shall be \$ 47,741 and the maximum salary for employees in the title of Senior Sanitary Inspector shall be \$ 54,277.

Section 2. All employees in the unit, and employed by the Employer on the last pay period of 2003, shall receive a wage increase of four percent (4 %), effective the first pay period of 2004, provided that the maximum salary for employees in the title of Sanitary Inspector shall be \$ 50,000 and the maximum salary for employees in the title of Senior Sanitary Inspector shall be \$ 56,000, and further provided that clerical titles shall be adjusted as reflected in appendix A, attached hereto.

Section 3. All employees in the unit, and employed by the Employer on the last pay period of 2004, shall receive a wage increase of four percent (4 %), effective the first pay period of 2005, provided that the maximum salary for employees in the title of Sanitary Inspector shall be \$ 51,000 and the maximum salary for employees in the title of Senior Sanitary Inspector shall be \$ 58,000.

Section 4. All employees in the unit, and employed by the Employer on the last pay period of 2005, shall receive a wage increase of four percent (4 %), effective the first pay

period of 2006, provided that the maximum salary for employees in the title of Sanitary Inspector shall be \$ 52,000 and the maximum salary for employees in the title of Senior Sanitary Inspector shall be \$ 60,000.

Section 5. The following starting salaries shall remain effective, subject to Article 5, Section 3:

Environmental Health Specialist Trainee	\$ 28,000
Environmental Health Specialist	\$ 30,000
Senior Environmental Health Specialist	\$ 33,000
Sanitary Inspector	\$ 31,000
Senior Sanitary Inspector	\$ 34,000
GIS Specialist Trainee	\$ 30,000
GIS Specialist	\$ 33,000
Hazmat Tech 2	\$ 31,000
Hazardous Waste Operator Tech	\$ 31,000
Public Health Investigator	\$ 28,000
Laboratory Technician	\$ 28,000
Health Aide*	\$ 21,000
Clerk Typist	\$ 19,000

[* the title "Health Aide" shall be deemed a clerical title for this contract.]

Section 6. The employer reserves the right to reassign an employee from a regular work week of 35 hours to a regular work week of 40 hours, and it is understood that base salary will then be adjusted upward to reflect the regular hourly assignment. The employer also

reserves the right to reassign an employee from a regular work week of 40 hours to a regular work week of 35 hours, and it is understood that base salary will then be adjusted downward to reflect the regular hourly assignment.

Section 7. An employee who is authorized by the Public Health Coordinator to work in a higher ranking title for more than five (5) consecutive days shall be entitled to payment at the rate of the higher title, calculated as the minimum salary for the higher title or 6.0 % over the employee's regular rate, whichever is greater.

ARTICLE 10

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. The County shall continue to provide employees an annual clothing and maintenance allowance to employees assigned to the Monmouth County Reclamation Center or the Household Hazardous Waste Facility as presently paid.

Section 2. There shall be established a joint Union-County Uniform Committee to review uniform issues. Each party shall designate two members of the Committee. The Employer shall schedule a meeting of the Committee within 30 days of receipt of a written request of either party, which request shall include an expected agenda.

Section 3. There shall be established a joint Union-County Safety Committee to review safety issues. Each party shall designate two members of the Committee. The Employer shall schedule a meeting of the Committee within 90 days of receipt of a written request of either

party, which request shall include an expected agenda.

ARTICLE 11
HOURS OF WORK

Section 1. Work Day. The normal work day shall consist of seven (7) or eight (8) hours, as assigned by the Employer, and there shall be a one hour unpaid duty-free lunch period scheduled during the work day. The normal work week shall consist of five (5) working days, as assigned.

Section 2. Breaks. All employees shall be entitled to a fifteen (15) minute break during morning work and one during afternoon work. Breaks may be scheduled by the Employer.

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift. An employee called to work prior to the start of their normal work shift shall receive a minimum of two (2) hours at the overtime rate regardless of the actual time worked prior to the start of the regular work shift.

Section 4. Employees assigned as "on call duty officers" shall be provided with a cellular phone for such duty and they shall receive an additional \$ 125 weekly during the term of the assignment. This amount shall be increased to \$ 150 commencing in 2004.

Employees assigned to hazmat response teams shall be provided with a County

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3/26/04

car for such duty and they shall receive an addition \$ 150 per month during the assignment.

Effective the first pay period in 2004, employees assigned to hazback and public health response teams shall receive \$ 125 per month during the assignment.

ARTICLE 12

OVERTIME/COMPENSATORY TIME

Section 1. Overtime. All hours worked over forty (40) hours actually worked within a designated work week, shall be paid at the rate of time one and one-half (1½) regular rate of pay. All such overtime hours must be approved by a supervisor prior to being worked.

Section 2. Computation. In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, paid holidays, approved compensatory time days or approved vacation time and approved personal time will be included. Sick leave, unauthorized absences, suspension time and late reporting to work will not be included.

Section 3. Compensatory Time. Application for compensatory time shall be made to the Public Health Coordinator and will not be unreasonably denied. Use of compensatory time shall be subject to the approval of the Public Health Coordinator and granted where use will not hamper the efficiency or operation of the Board of Health. It is understood that the employer may from time to time pay an employee for any unused compensatory time at the employee's then prevailing salary.

ARTICLE 13

INSURANCE

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. The same cost participation shall be true of other plans offered other than the POS.

Section 3. The provisions of Board resolution #,94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 4. 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 5. 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, and a \$ 0.00 co-pay for those who use the Mail

Service Program. . It is understood that the current prescription drug plan and co-pay may be changed no sooner than January 1, 2003, but it is agreed that the changes shall not exceed \$ 15 for brand drugs and \$ 5 for generic drugs, retail, and \$ 10 for brand drugs and \$ 0.00 for generic drugs, by mail, and that they may be implemented without further negotiations

Section 6. The statutory compensation provided in NJSA 34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply.

Section 7. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County may test that individual, which test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

ARTICLE 14

VACATIONS

Section 1. Employees shall be entitled to vacation time based on length of service as follows:

1. One working day for each month worked during the first calendar year of employment.
2. Twelve working days per year after the first calendar year of employment up to and including five years of service earned at rate of one day per month.
3. Fifteen working days per year beyond five and up to and including twelve years of service earned at the rate of one- and-one quarter days per month.
4. Twenty working days per year beyond twelve and up to and including twenty years of service earned at the rate of one-and-two thirds days per month.
5. Twenty-five working days per year after twenty years of employment earned at the rate of two-and-one twelfth days per month.

Section 2. Those employees who are hired between January 1st and June 30th will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on January 1st of the following year.

Section 3. Vacation carry over into a succeeding year will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. An Employee may request a maximum time of five (5) days to be carried over into a succeeding year provided

that a written request is submitted by October 1. Any carry over vacation time must be used by April 1 of the next year or it will be lost. If approval is not given, then the employee must either promptly schedule the remainder of vacation for the current year or use vacation already scheduled.

ARTICLE 15

HOLIDAYS

Section 1. The following days are recognized paid holidays:

New Years Day	Fourth of July
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday General	Election Day
Memorial Day	Thanksgiving Day
Christmas Day.	

Section 2. Employees scheduled to work on the above listed holidays are to be additionally compensated at the rate of time and one-half (1½) their regular rate.

Section 3. Emergencies declared by the County of Monmouth shall be recognized, but employees at the Reclamation Center and Hazardous Waste Facility are deemed

essential personnel and must work as scheduled at straight time pay. However, those working will receive proportionate compensation at straight time pay for the duration of the emergency. If an employee is scheduled off during an emergency, no additional compensation will be paid.

Section 4. Other declared holidays granted generally by the County of Monmouth which are not set forth in this contract, nor a holiday observance, nor an emergency, will be recognized. Those employees scheduled to work will continue to work at straight time pay, however, they will receive an additional days pay at straight time. If a declared holiday falls on an employee's regular day off, the employee shall be given a days pay at the regular rate of pay.

ARTICLE 16

TEMPORARY LEAVE

Section 1. Sick Leave. Employees shall be entitled to paid sick leave as follows:

(a) Newly hired employees shall be entitled to up to twelve (12) days of sick leave in the first calendar year of employment, which shall be earned and accrued at the rate of one (1) day per month of service.

(b) Employees who have completed one year of service shall be entitled to up to fifteen (15) days of sick leave per year which shall be earned and accrued at the rate of one and one-quarter (1 1/4) days per month.

(c) All unused sick leave shall accumulate from year to year.

Section 2. Any employee who develops what management, in its sole judgment, determines to be a pattern of abuse in the use of sick leave shall be given notice, in writing, that, due to the pattern of absenteeism, the employee shall be required to submit a doctor's note supporting the claim of illness for any claim of sick leave on the day immediately prior to or immediately following a holiday or scheduled day off. Failure to submit such doctor's note shall result in a loss of pay for the day.

Section 3. Lump-sum Sick Leave. Employees who retire pursuant to a recognized public employees' retirement system shall be entitled to receive a lump sum payment for unused earned sick leave at the rate of one-half (1/2) the daily rate of pay for each accumulated day to a maximum of \$15,000.00. The same lump sum payment shall be made to the estate of an employee who dies while in the employ of the County.

Section 4. Personal Leave. Employees shall be entitled to up to three (3) days of paid personal leave per year which leave is earned and accrued at the rate of one (1) day per four (4) months of service. Unused personal leave shall not accumulate from year to year.

Application for personal leave shall be made to the Public Health Coordinator at least five (5) days in advance except in cases of emergency. No specific reason need be offered for the leave request unless it is made less than five (5) days in advance due to an emergency.

Use of personal leave is subject to the approval of the Public Health Coordinator and shall be granted when determined by the Public Health Coordinator that the use of the leave will not hamper the efficiency of operation of the Board of Health.

Personal leave may not be used at the beginning or the end of a vacation period or before or after a paid holiday except in case of extreme emergency.

Section 5. Bereavement Leave. Employees shall be granted five (5) days off with pay in the event of the death of their parent, stepparent, spouse, child or stepchild. 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 or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship to the employee.

The employee's immediate supervisor must be notified when the employee is absent for bereavement reasons. Reasonable proof of death and relationship may be required by the Employer.

Section 6. Other Leaves. Employees may make application for other paid and unpaid leaves of absence in accordance with New Jersey Department of Personnel regulations, which leaves will not be unreasonably denied.

ARTICLE 17

EMERGENCY CLOSURES

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

(a) If all County offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employee working during the closure will receive two times their regular wage for all hours actually worked.

(b) If all County offices are closed after 9:00 a.m., or for less than a full day, each bargaining unit employee working on that day will be paid two times their regular wage rate for all hours actually worked between the time of closure and 4:30 p.m., or until such time as the closure is ended. All other hours worked on that day shall be paid at the rate called for in this Agreement.

Section 2. This Article shall not apply if less than all County offices are closed.

ARTICLE 18

NON-DISCRIMINATION

Section 1. The Employer and the CWA agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.

Section 2. Only grievances alleging discrimination on the basis of Union Membership or Union Activity, which are subject to the jurisdiction of the Public Employment Relations Commission, shall be submitted to the arbitration step of the grievance procedure; all other grievances arising under this section shall be submitted to the appropriate administrative agency with jurisdiction over the subject matter of such disputes rather than to the terminal step of the grievance procedure.

ARTICLE 19

MISCELLANEOUS PROVISIONS

Section 1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

Section 2. This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part of this Agreement until the expiration of this Agreement or the activation of any reopener clauses within this Agreement.

Section 3. If any part, clause, portion or Article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be invalid, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall remain in full force and effect absent the affected clause.

APPENDIX A - 2003-2006

title	hire		2004
CLK TYPIST	09-Dec-02		\$22,000
CLK TYPIST BILIN	20-Mar-00		\$24,000
HEALTH AIDE	22-Apr-02		\$24,000
HEALTH AIDE	09-Dec-02		\$24,000
PR CLK TYPIST	08-Sep-86		\$36,000
PR CLK TYPIST	08-Sep-87		\$37,250
PR CLK TYPIST	30-Jan-89		\$37,000
SR CLK TYP	27-Jan-92		\$32,500

ARTICLE 20

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective and retroactive to January 1, 2003 through December 31, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this _____ day of _____, 2004:

COUNTY OF MONMOUTH

Thomas J. Powers

By: Thomas J. Powers
Deputy Director

Communications Workers of America, AFL-CIO
CWA Local 1040

Carolyn C. Wade

Carolyn C. Wade, President CWA Local 1040

MONMOUTH COUNTY BOARD OF HEALTH

[Signature]

Tom Bruno

Tom Bruno, Staff Representative

Victor S. Waller

Victor S. Waller, National Representative

By:

Christina R. [Signature]

Marilyn Conway

Mary [Signature]

John W. [Signature]

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY BOARD OF HEALTH AND THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1040

Freeholder NAROZANICK offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Board of Health and the Communication Workers of America, Local 1040, have engaged in negotiations with regard to terms and conditions of employment for employees in a unit of employees of the Board of Health; and

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

WHEREAS, the Board has been advised that the unit represented by the Communication Workers of America, Local 1040, has ratified this agreement, as has the Board of Health, and that it is fair and agreeable to them and is fair and agreeable to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the agreement reached with the Communication Workers of America, Local 1040, for the period January 1, 2003 through

December 31, 2006 and in accordance with the terms therein set forth in the agreement, a copy of which is to be filed with the Clerk of the Board.

BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Communication Workers of America, Local 1040, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

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

	YES	NO	ABSTAIN	ABSENT
Mr. Stominski	X			
Mrs. Handlin	X			
Mr. Narozanick	X			
Mr. Powers	X			
Mr. Larrison				X

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD FEB 26 2004

James H. King
CLERK

