

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES,
AFL-CIO, LOCAL 2284**

[CARE CENTERS]

JANUARY 1, 2004 THROUGH DECEMBER 31, 2005

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ARTICLE 1
PREAMBLE

Section 1. This Agreement, made by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS (Employer or County) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2284 (Union), represents the complete and final understanding between the County of Monmouth and the Union:

Section 2. This Agreement entered into by the Employer and the Union has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 2
RECOGNITION

Section 1. The County of Monmouth recognizes the Union as the sole and exclusive representative of employees in the following job classifications, including senior variants, within the Monmouth County Department of Health Care Facilities:

Building Maintenance Worker
Food Service Worker
Laundry Room Worker
Maintenance Repairer
Cook
Institutional Attendant*
Senior Certified Nurses Aide*

Building Service Worker
Linen Room Attendant
Practical Nurse (LPN)
Environmental Therapy Aide
Maintenance Repairer LPL
Certified Nurses Aide*
Recreation Therapy Aide

Section 2. Employees in the above classifications, and no others, shall have the right to be represented in this bargaining unit.

*clinical ladder titles

ARTICLE 3 UNION SECURITY

Section 1. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made. These authorizations shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes. The Union will provide written notification to the Employer at least thirty 30 days in advance of any change in dues structure.

Section 2. Any new employee in the bargaining unit who does not join the Union within one hundred twenty (120) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction as in Section 1 above. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union.

Section 3. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

Section 4. The Union's entitlement to the representation fee shall continue beyond the termination date of the 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.

Section 5. 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 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 system or if membership is not so available, the Employer shall immediately cease making said deductions.

Section 6. The Employer shall notify the union with a list of all new unit employees who have successfully completed their probationary period, which notification shall take place every three months.

ARTICLE 4 UNION BUSINESS

Section 1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be granted a leave of absence without pay, not to exceed one year.

Section 2. Duly elected officials of the local Union (whose election has been certified to the employer by the State Union) who are selected as delegates, or as their designee or alternate, shall be granted an aggregate of thirty-five (35) days for each year of this Agreement to attend duly verified Union conventions and/or seminars held by the State Union. Notice for attendance at a Union convention or a Union seminar shall be given to the Employer in writing at least fourteen (14) calendar days prior to the expected attendance, and proof of attendance may be requested by the employer.

Section 3. If the president or a vice president of the local Union attends a departmental disciplinary hearing involving discipline of greater than five (5) days suspension, and if that hearing is held outside of their normal work hours, then that officer shall be entitled to compensation time for the time spent at the hearing.

Section 4. Union business, except as set forth above, may not be conducted within the Care Centers during work hours by union members. The local president shall be allowed reasonable time to investigate grievance issues during work hours so long as patient care is not adversely affected.

Section 5. Representatives of the Union who are not employees of the Employer, will be permitted to visit the Care Centers for the purpose of discussing Union representation matters so long as they do not interfere with work at the Care Centers. Such representatives shall provide twenty-four (24) hours notice of an intended visit to the Employer.

ARTICLE 5

SENIORITY/JOB DESCRIPTIONS

Section 1. Seniority is defined as an employee's total length of service with the Employer, beginning with the original date of hire. In the event that two employees commence their employment on the same date, seniority shall be determined alphabetically. New employees shall be considered to be on probation for a period of 3 months from the date of hire.

Section 2. In all cases of promotions, shift assignment, vacation schedules, and transfers between facilities employees with the greatest amount of seniority shall be given preference, provided the employee has the ability to perform the work involved. In case of shift assignment requests, the employer may in its sole discretion decline to grant a request to move from a day shift to an evening or night shift or from an evening shift to a night shift.

The Employer agrees that where circumstances permit, day-to-day work assignments of employees will be made in such a manner as will provide senior employees with experience that will improve their ability to qualify for promotions in line with seniority. In the event of layoff, the Union President shall be the last to be laid off and the first to be recalled after layoff.

Section 3. The Employer shall maintain an accurate up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of the same to the Union upon request.

Section 4. The Employer shall post promotional vacancies for which unit members are eligible and post shift vacancies for at least seven calendar (7) days.

Section 5. It is agreed that the County will continue its pilot program for tuition reimbursement, established so as to encourage continuing education for permanent employees holding the titles CNA and LPN, for the calendar years 2004 and 2005, reserving the right to

continue that program or to end it year to year thereafter. The Employer shall give notice to the union if the pilot program is to be discontinued.

Tuition reimbursement in the amount of not more than \$1,250 per individual, payable per calendar year, will be available for courses taken at an accredited school or college and related to direct patient care. The maximum amount available for this pilot program will be the amount of \$15,000 per year on a first come, first served basis, with prior enrollment and seniority to break any ties.

A qualified individual must obtain approval to attend a course prior to registration in a course. To obtain approval, a college course description must be presented to the Administrator for written approval of both course and amount. Payment shall not be made without this prior approval.

Payment of tuition reimbursement shall be conditioned upon an employee successfully completing the approved course with a grade of "C" or better and proof of payment by the employee to the school.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Care Centers in all the various aspects.

Section 2. Among the rights retained by the Employer include but are not limited to its rights to direct the working forces; to plan, direct and control all the operations and services of the Care Center; to determine the methods, means organization and personnel by which such operations and services are to be conducted; to contract for and sub-contract out services; to relieve or reassign employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods equipment of facilities

Section 3. It is agreed that the exercise of any of the above rights of this Article shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7
NO STRIKE PROVISION

Section 1. In addition to any other restrictions under the law, neither the Union nor any of its members or agents will cause or threaten to cause a strike, job action or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the employer's work.

Section 2. The Employer shall not cause a lockout.

Section 3. If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County of Monmouth or the Superior Court, Law Division, Monmouth County.

ARTICLE 8
WORK RULES

Section 1. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 2. A copy of written procedures shall be available to the local Union President. It is agreed that only new rules that modify existing written expressed provisions of this contract shall be negotiated before established.

Section 3. It is agreed that the Absenteeism Policy and Procedure Guidelines dated June 16, 1993, is acceptable to the parties. (See addendum) It is understood that in disciplinary proceedings the Employer will refer to the Guidelines as well as to an employee's past record of disciplinary action for guidance in determining an appropriate disciplinary penalty for the current specific offense. Reasonable effort will be made to insure that any discipline given is progressive in nature.

ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1. It shall be the policy of the Care Centers to base the discipline and discharge of an employee on just cause.

Section 2. The sole right to discipline and discharge employees for cause is retained by the Care Centers.

Section 3. The Care Centers reserve the right to reject any new employee at any time within three months from the date of permanent appointment if, in its sole discretion, the Employer finds that employee to be an undesirable employee for any reason.

Section 4. No claim involving discipline or discharge shall be submitted to the grievance arbitration if the matter is subject to the appeal procedures of the New Jersey Department of Personnel. Minor disciplinary actions not subject to the appeal procedures of the New Jersey Department of Personnel may be submitted to the grievance procedure starting at Step 2.

Section 5. It is understood that part of the duties of all employees includes the recording and reporting of infractions or violations of Care Center policy. This shall be done on forms that are available to all employees. The extent of any discipline shall remain the prerogative of the employer.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, and it shall be settled in accordance with the following procedures.

Section 2. The grievance procedure shall consist of four steps:

Step 1. The employee shall take up a grievance or dispute with the employee's immediate supervisor within twelve (12) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and respond to the employee within five (5) calendar days.

Step 2. If the grievance has not been settled at Step 1, it shall be reduced to writing, dated and signed by the aggrieved employee, and presented by the local Union to the Care Center Administrator within ten (10) calendar days after the response from Step 1 was given or was due, whichever is earlier. A written reply by the Administrator shall be given to the employee and to the Union within ten calendar (10) days after the written grievance has been presented to the Care Center Administrator.

Step 3. If the grievance has not been settled at Step 2, it shall be presented by the local Union to the Executive Director of the Monmouth County Department of Health Care Facilities within ten calendar (10) days after the response from step 2 was given or was due, whichever is earlier. A written reply by the Executive Director shall be given to the employee and to the local Union within ten (10) working days thereafter.

Step 4. If the grievance is still unsettled at Step 3, the Union may request arbitration within thirty calendar (30) days after the reply of the Executive Director was given or was due, whichever is earlier. If arbitration is requested, a copy of the request for a panel of arbitrators that the Union has submitted to PERC shall be given to the Executive Director of the Monmouth County Department of Health Care Facilities and to the County Personnel Officer.

Section 3. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union through the offices of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and argument.

Section 4. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 5. The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the discipline or grievance procedure. Employees so designated by the Union will be permitted to confer with Union Representatives, Employees and with Employer Representatives regarding matters of employee representation during their break periods and lunch periods.

ARTICLE 11

SALARY

Section 1. Salary Increase, 2004. Effective the first pay period of 2004, bargaining unit members who were employed on or before the last pay period of 2003, and who are employed on the date of the final ratification of this agreement, shall receive a pay increase in the amount of \$ 1,250 or four percent (4.0%) above their 2003 base salary, whichever is higher, to be effective the first pay period of 2004 and retroactive to that date.

Salary Increase, 2005. Effective the first pay period of 2005, bargaining unit members who were employed on or before the last pay period of 2004, shall receive a pay increase in the amount of four percent (4%) above their 2004 base salary, provided that if the Board of Freeholders grants a general increase to its unrepresented employees in excess of this amount, then that higher amount shall also be applied to this unit.

Section 2 The Employer shall reserve the right to increase minimum hiring salaries from time to time during the term of this Agreement, provided that no present member of the unit will be paid less than whatever minimum is established and provided that any such change will be made known to the local Union president prior to actual implementation.

Section 3. Employees working on weekends shall be paid an additional seven and one-half percent (7.5%) of their hourly rate for each hour worked during the shifts beginning at 11pm Friday and ending at the end of the shift at 7:15am on Monday. The Monday 7am shift shall not be included.

Section 4. Promotions. When an employee is promoted or reclassified from one class to another, having a higher salary range, then that employee's salary shall be increased by six percent (6%) of base pay or adjusted to the salary rate of the minimum of the new salary range, whichever is greater. It is understood that the salary adjustment shall not be such as to put the salary above the maximum of the established salary range for the new position.

Section 5. Performing in Higher Classification. An employee who is approved to perform work in a higher paid classification will be paid the minimum of the higher classification rate or 6%, whichever is higher, when performing those duties for longer than one (1) day. An

employee may be assigned to work in a higher classification at no increase in pay for a reasonable time, not to exceed one (1) day. The current practice of a six percent (6%) adjustment for duty designated "in charge" shall continue.

Section 6. If an employee is not scheduled to work any hours on a Friday payday, that employee's paycheck may be picked-up on that date or made available the next scheduled day. If an employee is scheduled to work Friday hours, then paychecks will be distributed during those hours. Employees may elect to choose direct deposit of their paychecks.

Section 7. Employees who are engaged in patient care and required to be away from the premises during their lunch time as a part of patient care shall receive a meal allowance in the amount of \$8.00 in cases where the absence is as a result of a patient care assignment given without a day's notice. The Administrator shall endeavor to pay the employee from petty cash, if available. This section shall not apply if a day's notice of the off-premises assignment has been given (i.e., if told Tuesday for Wednesday).

ARTICLE 12

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. A yearly uniform allowance shall be provided to all full-time, active employees in the annual amount of \$600 for 2004 and \$625 in 2005. For those employees who are not on the active payroll when the uniform payment is due to be paid, they shall receive their lump sum payment at the time they return to the active payroll. Part-time, active employees scheduled to work twenty (20) hours each week or higher, shall receive a pro rated uniform allowance based upon their scheduled hours.

Uniform allowance will be paid twice yearly: in June for full-time active employees, for the year, and in December for new hires and part-time active employees, for the year.

Section 2. If an employee is suspended or on disability for 30 days or more in the preceding year, or if an employee is absent on workers' compensation for 60 days or more in the preceding year, the uniform allowance paid in June of the next year will then be pro rated accordingly. There will be no pro rata adjustment for suspension or disability leave of less than 30 days duration, nor for workers' compensation leave of less than 60 days duration.

ARTICLE 13
WORK SCHEDULES

Section 1. If an employee is requested to work a double shift, a fifteen (15) minute break will be allowed prior to the start of the shift. Employees will be allowed a forty-five (45) minute lunch break during the double shift.

Section 2. Because the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days a week basis, employees so assigned will have their schedules arranged in a manner which assures continuous coverage to residents.

Section 3. It is agreed that there is an obligation on the part of each employee involved in patient care to work 26 weekends, or 52 weekend days (Saturday and Sunday), during a calendar year. It is also agreed that there is an obligation on the part of each employee not involved in patient care to work an equal number of weekends throughout the year as required for their respective areas of responsibility.

If an assigned weekend day duty is missed, then the employee's future schedule will be adjusted to include an additional weekend day duty, provided that such future scheduling will occur not more 30-days from the day or days missed. Volunteering for overtime on a weekend shall not defray this annual scheduled obligation.

Section 4. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shift in accordance with their seniority and consistent with the provisions set forth in Article 5, section 2. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

Section 5. The traditional scheduled shift hours for nursing are 7:00 a.m. – 3:15 p.m. for those assigned to the day shift; 3:00 p.m. – 11:15 p.m. for those assigned to the evening shift; and 11:00 p.m. – 7:15 a.m. for those assigned to the night shift. Existing shifts for other titles shall remain as at present. Management reserves the right to offer other shift variations if requested by an employee or agreed to by an employee at the request of management.

ARTICLE 14
OVERTIME

Section 1. The block system of scheduling will continue.

Section 2 Overtime shall be distributed as equitably as possible within each care center.

A preference will be given to part time employees for overtime assignment so long as that overtime assignment will be performed by the part time employee at straight time rates; and if not, then there shall be no such preference.

The employer shall offer overtime to employees on the previous shift on a seniority basis, rotating the list from the employee with the most shift seniority to the employee with the least shift seniority, notwithstanding management's discretion to exclude any employee who has used any unauthorized time within the last 30-days.

Section 3. If an employee commits to scheduled overtime and fails to fulfill the obligation, this will be considered the same as a failure to report to work and may result in appropriate disciplinary action and may include future overtime eligibility restrictions.

Section 4. Sick time shall not be counted as time worked toward payroll calculations of eligible overtime.

Section 5. An employee who works two (2) consecutive shifts shall be given a mealtime.

Section 6. It is agreed that the Employer shall consider an employee's request that mandate not be imposed prior to a mandate work requirement. It is understood however, that the decision of the Employer to require mandated work is a management decision and final, though it is acknowledged that there is a statutory reporting responsibility to the State when a mandate is required.

ARTICLE 15
WEATHER EMERGENCY

Section 1. Whereas the nature of the work involved requires continuous operations on a 24 hour per day seven days a week basis, the Care Centers are never closed. In situations where the Monmouth County Board of Chosen Freeholders declares a day off for non-essential employees due to an emergency, it is understood that the Care Centers will remain in operation and employees who work during such times will be paid double time.

ARTICLE 16
CALL-IN TIME

Section 1. Any employee who is requested and returns to work during periods other than the employee's regularly scheduled shift shall be paid time and one-half for such work and shall be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call-in time work assignment and their regular shift overlap, the employee shall be paid time and one-half for the first two hours of work and at regular rate for the balance of the regular work shift.

Section 2. An employee shall be required to call in at least two (2) hours prior to reporting time if it is expected that he or she will be unable to report for work at the scheduled time. An employee who is late or has an unexcused or unauthorized absence may be subject to discipline.

Section 3. If an employee is called in, they will be assigned to the post offered when they are called in.

ARTICLE 17
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.

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. 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 with a co-pay of \$ 15 for brand drugs and \$ 5 for generic drugs, retail, and \$ 10 for brand drugs and \$ 0.00 for generic drugs, by mail.

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

Section 6. The 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 18 VACATIONS

Section 1. One working day for each month worked during the first calendar year of employment.

Section 2. Twelve working days per year after the first calendar year of employment up to and including five years of service.

Section 3. Fifteen working days per year beyond five and up to and including twelve years.

Section 4. Twenty working days per year beyond twelve and up to and including twenty years.

Section 5. After twenty years of employment, twenty five working days per year.

Section 6. For purposes of convenience, it is agreed that 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 service in determine vacation leave; an employee with six months or less service during their first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 7. Part-time employees receive vacation leave on a pro rate basis, i.e., employees on half-time service, after the first calendar year, receive six working days vacation per calendar year, etc. "Part-time employees" are defined for the purposes of these benefits as employees who work less than the regularly scheduled work week, but twenty or more hours in the week.

Section 8. Vacation carryover 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 of one week of earned vacation allowance to be forwarded into the next succeeding year. The request shall be made in writing to the Monmouth County Administrator

prior to November 15th. Any carryover vacation time must be used by April 1 of the next year or lost.

Section 9. An employee may request use of vacation leave around holidays if requested in writing and approved in advance by the Administrator, provided that the decision of the Administrator shall not be subject to grievance.

ARTICLE 19 PAID LEAVES/UNPAID LEAVES

Section 1. **Paid Leaves.** Employees shall be entitled to the following leave of absence with pay.

Section 2. **Sick Leave.** Sick leave may be used by employees who are unable to work because of personal illness or injury, exposure to contagious disease, or for the care, for a reasonable period of time, of a seriously ill member of the employee's immediate family or because of death in the employee's immediate family, for a reasonable period of time.

During the first year of employment, sick leave is earned at the rate of one day for each month of service from the date of appointment up to and including December 31st next following such date of appointment. Thereafter, fifteen (15) days sick leave are advanced each calendar year. If any employee requires none or a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to their credit from year to year as accumulated sick leave.

If an employee is absent for five (5) consecutively scheduled workdays on sick leave, the employee is required to produce acceptable evidence as to the nature of the limitation and length of time of the employee's absence as per a physician's certificate.

An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave, shall notify their immediate supervisor, by telephone or personal message, at least two (2) hours before the beginning time of the employee's shift, except in case of emergency.

Employees will be allowed to use available vacation time to cover serious, i.e., pneumonia, broken or fractured limbs, or other like illnesses or injuries or longer term illness or

injury if they have exhausted their yearly sick leave and accumulated sick leave. Such vacation use must be requested in advance if at all possible and may be subject to competent medical verification at the request of the Employer.

Whereas the Care Centers need to assure a fit work staff to care for residents with acceptable standards of quality, and whereas the nature of the work of the Care Centers requires continuous operation on a 365 days per year basis, if an employee sick leave/absence follows any pattern, or a spell is in excess of five days or is excessive, they will be required to present an original doctor's note (certificate) when requested by management. This includes instances where an employee is called off of a shift because of family emergency. Certificate should contain date of visit to physician, date of absence, reason for absence including limitation causing absence, date of return to work and physician's original signature. An employee who has been absent on sick leave for an aggregate of more than 10 days in a 12 month period, even though the individual may have accrued sick time, may be asked for a certificate documenting past medical disability and current medical clearance.

Section 3. Personal Leave. Personal leave is earned at the rate one day every four months, for a total of three administrative days with pay within a year, subject to the following:

Application for administrative leave days shall be made at least five (5) working days in advance unless in case of emergencies subject to approval of employee's immediate supervisor and administrator. No specific reason for the request will be required, except for emergencies.

Leaves must be used within the calendar year prior to December 15th of the year and shall not be accumulated from year to year.

Administrative leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

Section 4. Unpaid Leaves. Leaves of absence without pay and for a limited period may be granted for a reasonable purpose and such leaves may be extended or renewed for any reasonable period up to one year total. Reasonable purpose in each case shall be determined on a case by case basis at the discretion of management. It is understood that approval for an unpaid leave must be obtained prior to the commencement of that leave, or such absence shall be deemed unauthorized.

Section 5. Maternity Leave. Employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted during the

time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of delivery upon presentation of medical certificate.

Any requests for additional leaves of absence without pay for any employee who is unable to return to work because of continuing illness and inability to perform their job may be submitted to the appointing authority in accordance with the provisions for a request for leave of absence without pay provided for in this contract.

Section 6. Educational Leave. After completing one year of service, any employee, upon request, shall be granted a leave of absence without pay for educational purposes. The period of the leave of absence shall not exceed one (1) year. Such a leave shall not be provided more than once every three (3) years. The purpose of educational leave is to improve or upgrade the employees skills or professional ability related to their County position. Employees may also be granted leaves of absence for educational purposes not to exceed one (1) month in any calendar year – to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, relevant to their County positions. Employees returning from authorized leaves of absence as set forth above, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, or other employee rights, privileges or benefits. It is understood that credit for service will not be counted for the period of time the employee is on leave without pay.

Section 7. Military Service. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity in accordance with applicable law at the time.

Section 8. Jury Duty. Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between the jury duty compensation they receive and their regular wages for each day of jury service. Any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee for the County Treasurer.

Section 9. Unused Sick Leave Benefit. All permanent classified employees and employees granted sick leave under terms and conditions similar to classified employees shall be entitled upon retirement, death, or termination, provided they have served at least ten (10) years

of continual full time employment with the County or is from a recognized Public Employee's Retirement System, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement or death.

Payment will be calculated at one-half of employee's daily rate of pay for each day of earned and unused sick leave. The rate will be calculated based upon the average annual compensation received during the employee's last year of employment, prior to retirement or death. Supplemental payment shall not exceed \$15,000.00. Supplemental payments shall not interfere with any existing pension or retirement funds. Break-in-service shall not affect accumulated sick days. An employee who has incurred or shall incur a break in service as a result of separation due to layoff shall be credited with sick leave accrued both before separation, and after return to employment.

An employee incurring a break in service for any other type of separation shall have their sick leave computed only from the date of return to employment. In order to be eligible for the supplemental payments, a retiring employee must be an active Monmouth county employee during the time prior to their retirement.

Applications for supplemental payment for accumulated sick leave may be obtained from the Department of Finance.

Section 10. Sick Leave Incentive Pilot Program. It is agreed that the County will continue the Sick Leave Incentive pilot program for the calendar year 2004 to encourage attendance, whereby those employees who use four or fewer sick leave days during 2004 will receive a lump sum payment of \$200.00 during the first quarter of 2005.

It is agreed that this pilot program may be extended into an additional year at the sole option of the County announced prior to the beginning of additional year in which it is offered. It is further understood and agreed that this pilot program shall not become a permanent part of this contract unless negotiated for inclusion into a successor agreement.

ARTICLE 20
HOLIDAYS

Section 1. The following days are recognized paid holidays and observed on the days set forth in the annual list of official county holidays promulgated by the Momouth County Department of Personnel:

New Year's Day	Easter Sunday
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day.

Section 2. Employees who are scheduled to work on the holidays listed above in this agreement, are to be paid at a rate of time and one-half for each hour worked, plus a regular day's wages. In order to be eligible for holiday pay, an employee must have worked their full regular scheduled workday before and after the holiday.. Any other holidays granted to other County employees by resolution of the Board of Chosen Freeholders shall also be granted.

Section 3. Holiday payroll coding shall occur as follows:

When an employee is scheduled to work on a holiday, but calls out sick, the employee is entitled to straight time pay for the holiday and is also entitled to sick leave pay at straight rate. But, sick leave hours are also to be charged against the employee's sick leave balance.

When an employee is scheduled "off" on a holiday, but agrees to work overtime, the employee is entitled to straight time pay for the holiday in addition to one and one half times his/her pay rate as if overtime hours were worked.

When an employee's regular day off is scheduled on a holiday, the employee is entitled to straight time pay for the holiday or the employee may schedule another day off within the pay period with the approval of the scheduling supervisor. Because the primary concern when

scheduling is to ensure resident care and safety, if another day off cannot be scheduled within the pay period, the employee will then be paid straight time for the holiday.

Section 4 An Employee who works a second shift on a holiday, in addition to their regular holiday shift, shall be paid at the rate of two times their regular day's wages for the second shift work.

Section 5. During the month of December of a preceding year, an employee may submit a request to float up to 7 holidays to alternate dates to be specified at the time of the request for use within the upcoming calendar year. If a floating holiday cannot be scheduled, then Section 3 above shall be followed.

ARTICLE 21 DEATH IN FAMILY

Section 1. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child.

Section 2. 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 or other member of the employee's immediate household.

Section 3. The County reserves the right to verify the legal relationship of a decedent to an employee requesting bereavement leave or to require verification of death.

Section 4. In a circumstance where an employee may take a three (3) day bereavement leave, that may be extended by two (2) additional days if the employee has available vacation or personal time and requests such additional time prior to its use.

ARTICLE 22 EQUAL TREATMENT

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

union membership or union activities; provided, however, that no grievance arising under this Article shall be submitted to the Arbitration Step of the contractual Grievance Procedure but shall, instead, be submitted to the jurisdiction of the appropriate administrative agency.

Section 2. The Employer and the Union agree that the working environment should be characterized by mutual respect for the dignity of all individuals and that verbal or physical harassment of another individual is inappropriate.

ARTICLE 23 SAFETY AND HEALTH

Section 1. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. The Employer and the Union shall each designate a safety committee member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee representing the Union shall be permitted a reasonable opportunity to visit work locations throughout Employer's facilities where employees covered by this agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for a period not exceed on (1) hour per day, unless additional time is authorized by the Administrator, or the Employer.

ARTICLE 24 GENERAL PROVISIONS

Section 1. Bulletin Boards. The Employer will make available one enclosed bulleting board for the posting of official Union notices in the employee dining room at each facility. The Union agrees to limit the posting of Union notices to such bulleting boards.

Section 2. Severability. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 3. Discussions. The Union and the Employer agree to sit down on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union Representatives and Management Representatives. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.

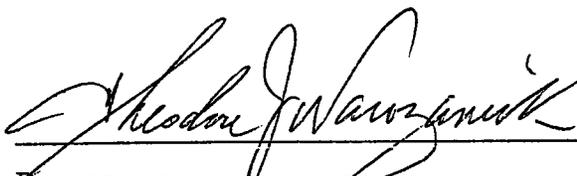
These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free discussion of existing problems concerning both parties.

ARTICLE 25
DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2004 and shall continue in force and effect until December 31, 2005.

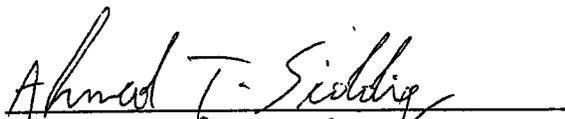
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this *9th* day of *December*, 2004.

COUNTY OF MONMOUTH



By: Theodore J. Marozanick
Deputy Director
Monmouth County Board of
Chosen Freeholders

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2284



By: AHMED T. Siddiq
Union President Local 2284

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2284

Freeholder POWERS offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2284, have engaged in negotiations with regard to terms and conditions of employment for employees in a unit of employees of the John L. Montgomery and Geraldine L. Thompson Care Centers; 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 American Federation of State, County and Municipal Employees, AFL-CIO, Local 2284, has ratified this contract agreement 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 American Federation of State, County and Municipal Employees, AFL-CIO, Local 2284, for the period January 1, 2004 through December 31, 2005 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 American Federation of State, County and Municipal Employees, AFL-CIO, Local 2284, 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. Powers	(X)	()	()	()
Mr. Narozanick	(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 DEC 9 2004

James H. King
CLERK