

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, 2007 through DECEMBER 31, 2010

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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 (2) 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 forty (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 N.J.S.A. 34:13A-5.5 through 5.8, and as that law maybe amended.

Section 4. It is agreed that the Union shall establish and maintain at all times a demand and return systems as provided by N.J.S.A. 34:13A-1 5.5 (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 judgments 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 often (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 representatives 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 January 1, 2007, existing Reclamation employees' base salaries will be increased \$1,200.00. Effective January 1, 2007, all existing HAZMAT and Sanitarian employees base salaries will be increased by \$550.00. Lastly, clerical employees will be entitled to the annual percentage increase or an annual \$1,300.00 adjustment to their base salaries, whichever is greater. Any employee hired during 2007 will be placed at the minimum starting salary guide, without any percentage rate increase for 2007. Any employee not employed as of the date of ratification of this agreement is not entitled to any retroactive pay.

Section 2. All employees in the unit, and employed by the Employer on the last pay period of 2006, shall receive a wage increase of four percent (4 %), effective the first pay period of 2007, after the roll-in to base salary set forth above.

Section 3. All employees in the unit, and employed by the Employer on the last pay period of 2007, shall receive a wage increase of three and three quarters percent (3.75 %), effective the first pay period of 2008.

Section 4. All employees in the unit, and employed by the Employer on the last pay period of 2008, shall receive a wage increase of three and three quarters percent (3.75 %), effective the first pay period of 2009.

Section 5. All employees in the unit, and employed by the Employer on the last pay period of 2009, shall receive a wage increase of three and three quarters percent (3.75%), effective the first pay period of 2010.

Section 6. The following starting salaries shall remain effective, subject to Article 5, Section 3:

Environmental Health Specialist Trainee	\$ 28,000
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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
HazmatTech2	\$ 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 7. The employer reserves the right to reassign an employee from a regular work week of thirty-five (35) hours to a regular work week of forty (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 forty (40) hours to a regular work week of thirty-five (35) hours, and it is understood that base salary will then be adjusted downward to reflect the regular hourly assignment.

Section 8. 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 Reclamation Center employees will be provided with five (5) short-sleeve collared shirts and five (5) long-sleeved collared shirts with a pocket per year with the County logo on the front of said shirts and "Monmouth County Health Department" lettering on back. These shirts will be provided to the employees on an annual basis. Should an employee damage said shirts, it is his/her responsibility to replace them. In addition, the County will provide each employee with a pair of OSHA compliant footwear on an as needed basis, but no less than one (1) pair of footwear per year. It is the employee's responsibility to purchase any other necessary clothing, jackets and or Carharts, and to maintain their clothing while employed by the County.

Reclamation Center Dress Code: All County employees are representatives of the County and the Board of Chosen Freeholders. As such, all clothing shall be clean and presentable when an employee reports for work. If extremely dirty or oily work is anticipated, appropriate coveralls or protective clothing shall be worn.

In general, solid colored long pants, blue dickies or jeans are to be worn unless otherwise directed by the unit supervisor. Solid colored shirts, jackets, coats or tee shirts are acceptable and logo shirts, when supplied by the County, are to be worn unless otherwise directed by supervision. All shirts, jackets and outerwear must be appropriate for a County employee. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated.

Footwear issued by the County shall be OSHA approved and worn during work hours. Other safety equipment, such as hard hats, Tyvec suits, rain gear, heavy duty coveralls or bib overalls, etc. will be supplied by the County through individual unit supervision or management.

Section 2. Management will provide appropriate employees with cell phones for work utilization only.

Section 3. There shall be established a joint Union County Uniform Committee to review uniform issues. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee within ninety (90) days of receipt of a written request of either party, which request shall include an expected agenda.

Section 4. There shall be established a joint Union-County Safety Committee to review safety issues. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee within ninety (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 workday shall consist of seven (7) or eight (8) hours, as assigned by the Employer, and there shall be a one (1) 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 (1) 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 \$150 weekly during the term of the assignment. Effective January 1, 2008, the additional payment will be increased by twenty-five (\$25) dollars. Effective January 1, 2009, the additional payment will be increased by twenty-five (\$25) dollars.

Employees assigned to hazmat response teams shall be provided with a County car for such duty and they shall receive an addition \$150 per month during the assignment. Effective January 1, 2008, the additional payment will be increased by twenty-five (\$25) dollars. Effective January 1, 2009, the additional payment will be increased by twenty-five (\$25) dollars. Employees assigned to hazmat, hazback and public health response teams shall receive \$125 per month during the assignment Effective January 1, 2008, the additional payment will be increased

by twenty-five (\$25) dollars. Effective January 1, 2009, the additional payment will be increased by twenty-five (\$25) dollars.

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 (1-1/2) 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 employees 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 twenty (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 N.J.S.A. 34:15-12(a) [and as that law maybe 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 N.J.S.A. 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 (1) working day for each month worked during the first (1st) calendar year of employment.

2. Twelve (12) working days per year after the first (1st) calendar year of employment up to and including five (5) years of service earned at rate of one (1) day per month.

3. Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years of service earned at the rate of one- and-one quarter (1-1/4) days per month.

4. Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years of service earned at the rate of one-and-two thirds (1-2/3) days per month.

5. Twenty-five (25) working days per year after twenty (20) years of employment earned at the rate of two-and-one twelfth (1-1/12) 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.

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 (1-1/2) 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 day's 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 (1) 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.

Sections. 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, step-parent, 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 (2) 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 (2) 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 reopened 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.

ARTICLE 20

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective and retroactive to January 1, 2007 through December 31, 2010.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this day of , 2007:

COUNTY OF MONMOUTH

COMMUNICATION WORKERS OF AMERICA, AFL, CIO
CWA LOCAL 1040

By: _____



By: _____

Donald A. Klein

Carolyn LeWade, Pres.

Robert C. Zuzi, Rep. Local 1040

Vernon S. Walsh, CWA Rep.

The Board of Chosen Freeholders of the County of Monmouth

LOUIS PAPAROZZI
County Administrator
E-MAIL: lpaparoz@co.monmouth.nj.us



HALL OF RECORDS
1 East Main Street, Room 201
Freehold, New Jersey 07728
Telephone 732-431-7384
Fax 732-409-4820

Advisory, Consultative or Deliberative Material

MEMORANDUM

TO: Mark E. Acker, Director of Finance
Frederica A. Brown, Director of Personnel
Matthew J. Giacobbe, Special County Counsel
Michael Meddis, County Public Health Coordinator
Carolyn C. Wade, President, CWA Local 1040
William J. Wood, Administrative Department Director
Public Services & Regulation

FROM: Louis Paparozzi, County Administrator

RE: *Negotiated Agreement between the CWA, AFL-CIO Local
1040 – Board of Health - and County of Monmouth*

DATE: July 13, 2007

RECEIVED
2007 JUL 16 AM 8:54
ADMINISTRATIVE DEPARTMENT

Enclosed please find an executed Agreement between the Monmouth County Board of Chosen Freeholders and the Communication Workers of America, AFL-CIO Local 1040 – Monmouth County Board of Health - for the period January 1, 2007 through December 31, 2010.

A certified copy of Freeholder Resolution #07-404 adopting the Agreement is also attached.

LP:sjb
Encls.
C: Diane Auliano/encl

COUNTY OF MONMOUTH

RESOLUTION APPROVING THE TERMS OF A
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
WITH THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1040, (BOARD OF HEALTH)

Freeholder CLIFTON offered the following resolution and moved its adoption:

WHEREAS, the County of Monmouth ("County") and the Communications Workers of America AFL-CIO Local 1040 (Board of Health) have been conducting negotiations for a successor Collective Bargaining Agreement; and

WHEREAS, the parties reached a tentative agreement; and

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

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

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

**SCARINCI
& HOLLENBECK, LLC**
Attorneys at Law

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P. O. BOX 790
LYNDHURST, NEW JERSEY 07071-0790
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JOSEPH M. DONEGAN**^d
FRED D. ZEMEL*
THEODORE A. SCHWARTZ
THOMAS J. CAFFERTY
MARTIN R. PACHMAN
SHARON L. WEINER**
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MITCHELL L. PASCUAL**

RICHARD M. SALSBERG (1945-2005)

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NATALIE CIFELLI^d

ALLEN SAFRIN
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THOMAS A. SEGRETO
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KARA A. KACZYNSKI
RAMON E. RIVERA
THOMAS H. PROL*
MITCHELL H. LEVINE*
ADAM S. ABRAMSON
NINA VIJ
LAURA M. MILLER
TRISTAN W. GILLESPIE*

* ADMITTED IN MASSACHUSETTS
* ADMITTED IN NEW YORK
^o ADMITTED IN NEW YORK ONLY
^d ADMITTED IN PENNSYLVANIA
^d ADMITTED IN U.S. TAX COURT
^o CERTIFIED CIVIL TRIAL ATTORNEY
^o CERTIFIED CRIMINAL TRIAL ATTORNEY

PLEASE REPLY TO:
LYNDHURST

WRITER DIRECT DIAL:
201-896-4100

June 28, 2007

VIA FACSIMILE 732-409-4824 AND REGULAR MAIL

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

2007 6 28 09:00 AM

**Re: Monmouth County Board of Chosen Freeholders and CWA Local 1034
(Board of Health)
Our File No.: 9856.1000**

Dear Ms. McKenna:

Please accept this correspondence as a summary of the contents of the parties' executed memorandum of agreement (MOA). A copy of the MOA is enclosed for your convenience. As outlined in the MOA, the employees will receive an increase to their base salary. Reclamation employees will receive an increase to their base salary of \$1,200.00, effective January 1, 2007. HAZMAT and Sanitarian employees will receive a \$550.00 increase to their base salary, effective January 1, 2007. Moreover, the employees will receive the following percentage increases to their base salaries effective January 1st of each year starting in 2007: The 2007 raise will be 4.00%, the 2008 raise will be 3.75%, the 2009 raise will be 3.75% and the 2010 raise will be 3.75%. (The 4% wage increase in 2007 will be applied after the roll-in.) Furthermore, Clerical employees will be entitled to the annual percentage or an annual \$1,300 adjustment to their base salaries, whichever is greater. Any employee not employed as of the date of ratification is not entitled to any retroactive pay, including the adjustment to base salary.

Additionally, the uniform maintenance allowance was removed from the new collective bargaining agreement for Reclamation employees. The employees are responsible for the

June 28, 2007

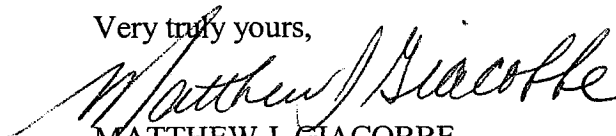
Page 2

maintenance of their uniforms and the purchase of any additionally necessary clothing not provided by the agreement.

Lastly, it was agreed that the County shall provide an increase to on-call duty officers, hazmat response teams and hazmat, hazback and public health response teams pay within Article 11, Section 4 by twenty-five (\$25) dollars in 2008 and an additional twenty-five (\$25) dollars in 2009.

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

Very truly yours,



MATTHEW J. GIACOBBE
For the Firm

MJG/ASA

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1040, (BOARD OF HEALTH)**

The following is the Memorandum of Agreement entered between the County of Monmouth ("County") and Communications Workers of America, AFL-CIO Local 1040, (Board of Health) ("Union").

The terms and conditions are set forth herein are subject to ratification by the majority of Union membership and the majority of the Monmouth County Board of Chosen Freeholders.

The terms and conditions set forth in the existing Collective Bargaining Agreement ("Agreement") shall remain in their present form except as specifically delineated below.

1. Article X.

Management will provide appropriate employees with cell phones for work utilization only.

2. Article XI.

Increase "on-call duty officers pay" by \$25 in 2008 and \$25 in 2009.

3. For the Reclamation Center employees, roll \$1,200 into their base salary for January 1, 2007. Thereafter, apply the annual percentage increases.

Eliminate all clothing and maintenance allowance for the Reclamation Center employees. The Reclamation Center employees will be provided with five (5) short-sleeve collared shirts and five (5) long-sleeve collared shirts with a pocket per year with the County logo on the front of said shirts and "Monmouth County Health Department" lettering on back. These shirts will be provided to the employees on an annual basis. Should an employee damage said shirts, it is his/her responsibility to replace them. In addition, the County will provide each employee with a pair of OSHA compliant footwear on as needed basis, but no less than one (1) pair of footwear per year. It is the employee's sole responsibility to purchase any other necessary clothing, jackets and or Carharts, and to maintain their clothing while employed by the County.

Dress Code: All County employees are representatives of the County and the Board of Chosen Freeholders. As such, all clothing shall be clean and presentable when

an employee reports for work. If extremely dirty or oily work is anticipated, appropriate coveralls or protective clothing shall be worn.

In general, solid colored long pants, blue dickies or jeans are to be worn unless otherwise directed by the unit supervisor. Solid colored shirts, jackets, coats or tee shirts are acceptable and logo shirts, when supplied by the County, are to be worn unless otherwise directed by supervision. All shirts, jackets and outerwear must be appropriate for a County employees. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated.

Footwear issued by the County shall be OSHA approved and worn during work hours. Other safety equipment, such as hard hats, Tyvec suits, rain gear, heavy duty coveralls or bib overalls, etc. will be supplied by the County through individual unit supervision or management.

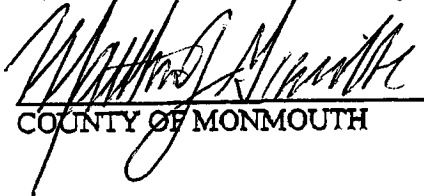
4. Increase the HAZMAT and Sanitarian employees base salaries by \$550 effective January 1, 2007. Thereafter apply the annual percentage raises to their new base salaries.

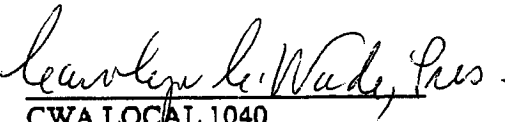
5. Clerical employees will be entitled to the annual percentage or an annual \$1,300 adjustment to their base salaries, whichever is greater.

6. The percentage increases will be 4% in 2007, 3.75% for 2008, 3.75% for 2009, 3.75% for 2010.

7. Article 14. Vacations

Eliminate Section 3 in its entirety.


BY: 
COUNTY OF MONMOUTH

BY: 
CWA LOCAL 1040
(BOARD OF HEALTH)

BY: _____

BY: 

BY: _____

BY: 
Victor B. Waller, CWA National Rep.