

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY BOARD OF HEALTH,  
THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

-and-

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO

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JANUARY 1, 2015 through DECEMBER 31, 2017

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## PREAMBLE

This Agreement (“Agreement”) is by and between the Monmouth County Board of Health (“Board of Health”), the Monmouth County Board of Chosen Freeholders (“County”) (collectively, “Employer”) and the Communication Workers of America, Local 1040, AFL-CIO (“CWA” or “Union”), and represents the complete and final understanding between the parties.

This Agreement has as its purposes the promotion of harmonious relations between the Employer 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 for employees within the negotiations unit.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Employer recognizes the CWA as the exclusive representative of all full-time employees employed at the Board of Health in the titles set forth in Section 2 below, 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 and fire employees, casual employees, employees in other negotiations units, professional employees, and all other employees employed at the Board of Health.

**Section 2.** Recognized titles are as follows:

1. Environmental Health Specialist
2. Environmental Health Specialist Trainee
3. Environmental Services Trainee
4. Field Representative Disease Control
5. GIS Systems Specialist I
6. GIS Systems Specialist II
7. GIS Systems Specialist III
8. GIS Systems Specialist Trainee
9. Hazardous Materials Responder
10. Hazardous Materials Technician I
11. Hazardous Materials Technician II
12. Hazardous Waste Operation Technician
13. Health Aide
14. Keyboard Clerk I (formerly Clerk Typist)
15. Keyboard Clerk II (formerly Senior Clerk Typist)
16. Keyboard Clerk III (formerly Principal Clerk Typist)

17. Marina Worker
18. Principal Lab Technician Water
19. Public Health Investigator
20. Registered Environmental Health Specialist
21. Registered Environmental Health Specialist Trainee
22. Senior Environmental Health Specialist
23. Senior Lab Technician
24. Senior Registered Environmental Health Specialist

**Section 3.** A new title authorized for use by the Employer at the Board of Health may be negotiated for inclusion into the negotiations unit. If agreement between the Employer and Union cannot be reached, the disputed title will remain excluded from the negotiations unit 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 to use 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, and 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 workplace 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 bulletin boards provided by the Board of Health at its main office location, at the scale area of the County Reclamation Center and at the household hazardous waste location. The Union will reimburse the County for the cost of the bulletin board at the Reclamation Center location. Bulletin boards 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, with all notices 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 (10<sup>th</sup>) 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 he or she 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 eighty-five percent (85%) of the regular membership dues charged by the Union to its own members as permitted by law under N.J.S.A. 34:13A-5.5 through 5.8, and as that law may be amended.

**Section 4.** The Union shall establish and maintain at all times a "demand and return" system as provided by N.J.S.A. 34:13A-5.5(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 demand and return system, or if membership is not so available, the Employer may immediately cease making said deductions until the matter is remedied.

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



**ARTICLE 4**  
**EMPLOYEE RIGHTS**

**Section 1.** Seniority is defined as an employee's continuous length of service with the Board of Health or the 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, shall also 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 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 New Jersey Civil Service Commission ("Civil Service Commission") in accordance with its regulations.

**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 Civil Service Commission in accordance with its regulations.

**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 shall remain posted for a period of ten (10) working days.

**Section 7. Personnel Files.** An employee shall have the right to review his or her County personnel file on request.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

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

**Section 2.** The Employer retains 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 by the Employer are the right to direct the working forces; to plan, direct and control all the operations and services of the departments covered in this Agreement; 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); and 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.** The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that 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, and will provide written notification to the Employer of each Steward and Alternate Steward that represents it. The Union shall notify the Employer of any changes in designation as they occur.

**Section 2.** A Steward, or an Alternate Steward in the absence of a Steward, shall restrict his or her activities to the handling of grievances. A Steward shall be allowed a reasonable amount of time for this purpose, but only to such extent as it does not neglect, retard or interfere with his or her work or duties for the County, or with the work or duties of other employees. A Steward must ask his or her 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.** Except for processing grievances and negotiating contracts, 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 PROCEDURES**

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

**Section 2.** The Union shall be provided with a written copy of any notice of disciplinary action issued to an employee, and shall designate a representative for this purpose.

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

**Section 4.** Minor Disciplinary Action shall include, but is not limited to, the following:

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

Minor Disciplinary Action may be appealed through the Grievance Procedure contained in Article 8 of this Agreement, commencing at Step 2, if initiated within fifteen (15) days of notice of the discipline.

**Section 5.** Major Disciplinary Action shall include, but is not limited to, the following:

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

An employee receiving notice of a Major Disciplinary Action shall be entitled to a departmental hearing according to the rules of the Board of Health. An employee may appeal any adverse decision rendered (via a Final Notice of Disciplinary Action) to the Civil Service Commission within twenty (20) calendar days after receipt of the Final Notice of Disciplinary Action,

pursuant to its regulations. The Civil Service Act, N.J.S.A. Title 11A, and the regulations promulgated thereunder set forth in N.J.A.C. Title 4A, shall govern the disposition of such request or petition.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" is defined as 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 negotiations unit.

**Section 2.** The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to problems that may from time to time arise under this Agreement affecting employees in the negotiations 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 his or her 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 that 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 his or her 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 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 the Union representative, if requested, and shall thereafter render a written disposition on the grievance within five (5) working days.



### Step 2

- (a) If the grievant is not satisfied with the immediate supervisor's answer, or if an answer is not received within the time limit, the grievant shall have the right to file an appeal in writing with the Public Health Coordinator within ten (10) working days of receiving the answer or the expiration of the time for answer. Such appeal shall be made on the forms provided for that purpose.
- (b) The Public Health Coordinator shall render a written decision on the appeal within five (5) working days.

### Step 3

- (a) If the grievant is not satisfied with the answer received at Step 2 or if no answer is received, the Union may, within thirty (30) days following receipt of the answer or expiration of the time period established for answer, initiate a demand for arbitration with PERC. The Union shall provide the Public Health Coordinator and the County's Human Resources Director with a copy of any demand for arbitration.
- (b) An arbitrator shall be selected by the parties in accordance with the procedures established by PERC.
- (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 arbitrator's fee and expenses. All other expenses shall be borne by the party incurring them.

**ARTICLE 9**  
**SALARY**

**Section 1.** All employees in the unit, and employed by the Employer on December 31, 2014, shall receive a wage increase of two percent (2.00%), effective January 1, 2015.

**Section 2.** All employees in the unit, and employed by the Employer on December 31, 2015, shall receive a wage increase of two and one quarter percent (2.25%), effective January 1, 2016. Any employee whose minimum salary is increased as a result of Section 4 of this Article shall be entitled to either a wage increase of two and one quarter percent (2.25%) or the increase in his or her minimum salary, whichever is greater, but shall not be entitled to both. Additionally, any employee holding the title of Keyboarding Clerk 1 shall receive a \$500.00 increase to base salary on January 1, 2016, and thereafter shall also be entitled to the percentage wage increase provided by this Section.

**Section 3.** All employees in the unit, and employed by the Employer on December 31, 2016, shall receive a wage increase of two and one-half percent (2.50%), effective January 1, 2017.

**Section 4.** All entry-level salaries shall remain unchanged during the duration of this Agreement, except effective January 1, 2016, the Employer has advised that pursuant to Article 5, Section 3 of this Agreement, it has established a new entry level salary for an Environmental Services Trainee of \$32,500 (35 hour) or \$37,050 (40 hour) and a new entry level salary for a Registered Environmental Health Specialist (35 hour) of \$39,000. Part-time Registered Environmental Health Specialists shall have a minimum hourly rate of \$21.43. The Employer reserves the right to adjust other entry-level salaries in accordance with Article 5, Section 3.

**Section 5.** 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, with base salary

adjusted upwards 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, with base salary adjusted downwards to reflect the regular hourly assignment.

**Section 6.** An employee 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 at the minimum salary for the higher title or six percent (6.00%) over the employee's regular rate, whichever is greater. Effective December 31, 2017, this payment shall be reduced to the minimum salary for the higher title or five percent (5.00%) over the employee's regular rate, whichever is greater.

**Section 7.** An employee promoted to a higher ranking title shall receive a wage increase to the minimum salary of the higher title or six percent (6.00%), whichever is greater. Effective December 31, 2017, an employee promoted to a higher ranking title shall receive the minimum salary of the higher title or five percent (5.00%), whichever is greater.

**Section 8.** Effective January 1, 2016, the County is permitted to permanently change the pay cycle so that an employee's annual salary will be paid in 24 bi-monthly installments, rather than the current 26 or 27 bi-weekly installments. Alternatively, should the County be unable to implement the bi-monthly pay cycle on January 1, 2016, the County shall be permitted to pay employees their annual salary in 27 equal installments rather than the typical 26 equal installments for the year 2016 only. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

**ARTICLE 10**  
**UNIFORM AND MAINTENANCE ALLOWANCE**

**Section 1.** Employees assigned to the Reclamation Center will be provided annually with five (5) short-sleeve collared shirts and five (5) long-sleeved collared shirts. These shirts shall have with a pocket with the County logo on the front and “Monmouth County Health Department” lettering on back. Should an employee damage one or more of these shirts, it is his or her responsibility to replace them. Additionally, the County will provide each employee with OSHA-compliant footwear on an as-needed basis, but no less than one (1) pair per year. It is the employee’s responsibility to purchase any other necessary clothing, jackets and/or Carharts, and to maintain his or her clothing while employed by the County.

Reclamation Center Dress Code: All 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, Tyvek suits, rain gear, heavy duty coveralls or bib overalls, and so forth, will be supplied by the County through individual unit supervision or management.

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

**Section 3.** A joint Union and County Uniform Committee shall be established 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 after receiving the written request of either party to meet, which shall include the proposed agenda.

**Section 4.** A joint Union and County Safety Committee shall be established 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 after receiving the written request of either party to meet, which shall include the proposed 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 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 a 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 cell phone for such duty and shall receive an additional \$200 weekly during the term of the assignment. Employees assigned to hazmat response teams shall be provided with a County vehicle for such duty and shall receive an additional \$200 per month during the assignment. Employees assigned to hazback and public health response teams shall receive \$175 per month during the assignment.

**ARTICLE 12**  
**OVERTIME/COMPENSATORY TIME**

**Section 1. Overtime.** All hours worked over forty (40) hours actually worked within a designated work week, shall be paid at the rate of one and one-half (1 and ½) times the 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 its use will not hamper the efficient operations of the Board of Health. 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 offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall not be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**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 portion of the premium costs for which the employee shall be responsible shall in no event be less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**Section 3.** The provisions of Freeholder 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 hired on or before July 1, 2011 are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Part-time employees hired after July 1, 2011 who work and receive,

on a continuous basis, a salary based upon a minimum of twenty (20) hours weekly and a maximum of thirty (30) hours weekly, shall not be automatically eligible for health benefit coverage; rather, the parties shall immediately meet and negotiate in good faith whether such employees shall be entitled to receive health benefit coverage. Temporary employees are not entitled to these benefits.

**Section 5.** Negotiations 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. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

<u>Non-Mail Order</u>	
<b>Retail (brand)</b>	<b>\$20.00 (current \$20.00)</b>
<b>Generics</b>	<b>\$10.00 (current \$5.00)</b>
<u>90 days Mail Order</u>	
<b>Retail (brand)</b>	<b>\$15.00 (current \$15.00)</b>
<b>Generics</b>	<b>\$5.00 (current \$0.00)</b>

**Section 6.** Employees entitled to benefits due to a work-incurred injury or disability shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The specific terms and conditions of an employee's entitlement to benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

**Section 7.** The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, the County may test that individual.

Any such 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.

**Section 8.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as an Appendix and is incorporated herein.

**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 calendar year of employment.
2. Twelve (12) working days per year after the first 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 and ¼) 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 and 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 and 1/12) days per month.

**Section 2.** For 2013 and before, for purposes of computation, employees who are hired between January 1 and June 30<sup>th</sup> will be credited for that year of service in determining time served for their vacation time. Employees hired after June 30<sup>th</sup> will not receive credit for that year of service in determining their vacation time for that year, but instead will begin receiving credit on January 1<sup>st</sup> of the following year. For 2014 and after, both existing and new employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment, however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

**ARTICLE 15**  
**HOLIDAYS**

**Section 1.** The following days are recognized paid holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

**Section 2.** Employees scheduled to work on the above holidays are to be additionally compensated at the rate of time and one-half (1 and ½) their regular rate.

**Section 3.** Emergencies declared by the County 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 generally granted by the County that are not set forth in this Agreement, or a holiday observance, or an emergency, will be recognized. Those employees scheduled to work will continue to work at straight time pay, however, they will receive an additional day's pay at straight time. If a declared holiday falls on an employee's regular day off, he or she 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 and  $\frac{1}{4}$ ) days per month.

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, he or she shall be required to submit a doctor's note supporting the claim of illness for any claim of sick leave on the day immediately prior to or immediately following a holiday or scheduled day off. Failure to submit such doctor's note shall result in a loss of pay for the day.

**Section 3. Lump Sum Sick Leave Payment.** 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 ( $\frac{1}{2}$ ) the daily rate of pay for each accumulated day, to a maximum of \$15,000.00. If an employee dies while in the employ of the County, the lump sum payment shall be made to the employee's estate.

**Section 4. Personal Leave.** Employees shall be entitled to up to three (3) days of paid personal leave per year, 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 to use 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 if he or she determines that the use of the leave will not hamper the efficient operations 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.** An employee shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, civil union or domestic partner, child or step-child. An employee shall be granted three (3) days off with pay in the event of the death of a parent-in-law, sibling, grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to request reasonable proof of death and verification of the legal relationship between the decedent and employee. The employee's immediate supervisor must be notified when bereavement leave is used.

**Section 6. Other Leaves.** Employees may make application for other paid and unpaid leaves of absence in accordance with Civil Service Commission regulations, which 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 negotiations unit employee working during the closure will receive two (2) times his or her 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 negotiations unit employee working on that day will be paid two (2) times his or her 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 Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership, or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

**Section 2.** Only grievances alleging discrimination on the basis of Union membership or Union activity, which are subject to the jurisdiction of PERC, 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, 2015 through December 31, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this \_\_\_ day of \_\_\_\_\_, 2016:

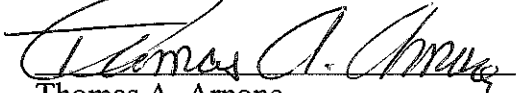
**MONMOUTH COUNTY  
BOARD OF HEALTH**

  
\_\_\_\_\_

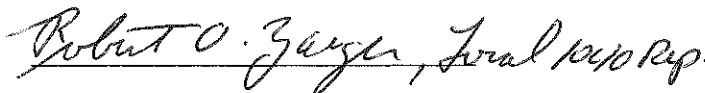
**CWA LOCAL 1040**

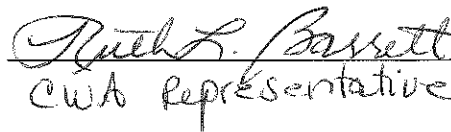
  
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**MONMOUTH COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

  
\_\_\_\_\_

Thomas A. Arnone,  
Freeholder Director

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Teri O'Connor,  
County Administrator

**Appendix A-1**  
**ENTRY LEVEL SALARIES FOR 2015**

CODE	TITLE	WEEKLY HOURS	MINIMUM SALARY
01268	KEYBOARDING CLERK 1	35	\$20,969
01268	KEYBOARDING CLERK 1	40	\$23,965
01271	KEYBOARDING CLERK 1 BILINGUAL IN SPANISH AND ENGLISH	35	\$21,030
07528	ENVIRONMENTAL HEALTH SPECIALIST	35	\$33,110
07528	ENVIRONMENTAL HEALTH SPECIALIST	40	\$37,838
01812	FIELD REPRESENTATIVE DISEASE CONTROL	35	\$32,006
03163	GEOGRAPHIC INFORMATION SYSTEM SPECIALIST 2	35	\$40,835
03174	GEOGRAPHIC INFORMATION SYSTEM SPECIALIST TRAINEE	35	\$33,110
07952	HAZARDOUS MATERIALS RESPONDER	35	\$33,110
07952	HAZARDOUS MATERIALS RESPONDER	40	\$37,838
07955	HAZARDOUS MATERIALS TECHNICIAN 1	35	\$39,732
07954	HAZARDOUS MATERIALS TECHNICIAN 2	35	\$44,146
07988	HAZARDOUS WASTE OPERATIONS TECHNICIAN	35	\$34,213
07988	HAZARDOUS WASTE OPERATIONS TECHNICIAN	40	\$39,100
07920	MARINA WORKER	35	\$31,830
02781	KEYBOARDING CLERK 3	35	\$28,695
05450	PRINCIPAL LABORATORY TECHNICIAN WATER ANALYSIS	35	\$37,524
02910	PUBLIC HEALTH INVESTIGATOR	35	\$30,902
02910	PUBLIC HEALTH INVESTIGATOR	40	\$35,317
03097	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$34,213
03256@	KEYBOARDING CLERK 2	35	\$24,280
03256@	KEYBOARDING CLERK 2	40	\$27,750
03258	KEYBOARDING CLERK 2 BILINGUAL	35	\$24,280
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	35	\$36,421
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	40	\$41,624
03401	SENIOR LABORATORY TECHNICIAN	35	\$34,213
05084	SENIOR LABORATORY TECHNICIAN WATER ANALYSIS	35	\$34,213
03569	SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$37,524

**Appendix A-2**  
**ENTRY LEVEL SALARIES FOR 2016-2017**

CODE	TITLE	WEEKLY HOURS	MINIMUM SALARY
01268	KEYBOARDING CLERK 1	35	\$20,969
01268	KEYBOARDING CLERK 1	40	\$23,965
01271	KEYBOARDING CLERK 1 BILINGUAL IN SPANISH AND ENGLISH	35	\$21,030
07528	ENVIRONMENTAL HEALTH SPECIALIST	35	\$33,110
07528	ENVIRONMENTAL HEALTH SPECIALIST	40	\$37,838
12516	ENVIRONMENTAL SERVICES TRAINEE	35	\$32,500
12516	ENVIRONMENTAL SERVICES TRAINEE	40	\$37,050
01812	FIELD REPRESENTATIVE DISEASE CONTROL	35	\$32,006
03163	GEOGRAPHIC INFORMATION SYSTEM SPECIALIST 2	35	\$40,835
03174	GEOGRAPHIC INFORMATION SYSTEM SPECIALIST TRAINEE	35	\$33,110
07952	HAZARDOUS MATERIALS RESPONDER	35	\$33,110
07952	HAZARDOUS MATERIALS RESPONDER	40	\$37,838
07955	HAZARDOUS MATERIALS TECHNICIAN 1	35	\$39,732
07954	HAZARDOUS MATERIALS TECHNICIAN 2	35	\$44,146
07988	HAZARDOUS WASTE OPERATIONS TECHNICIAN	35	\$34,213
07988	HAZARDOUS WASTE OPERATIONS TECHNICIAN	40	\$39,100
07920	MARINA WORKER	35	\$31,830
02781	KEYBOARDING CLERK 3	35	\$28,695
05450	PRINCIPAL LABORATORY TECHNICIAN WATER ANALYSIS	35	\$37,524
02910	PUBLIC HEALTH INVESTIGATOR	35	\$30,902
02910	PUBLIC HEALTH INVESTIGATOR	40	\$35,317
03097	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$39,000
03101	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST TRAINEE	35	\$33,110
03256@	KEYBOARDING CLERK 2	35	\$24,280
03256@	KEYBOARDING CLERK 2	40	\$27,750
03258	KEYBOARDING CLERK 2 BILINGUAL	35	\$24,280
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	35	\$36,421
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	40	\$41,624
03401	SENIOR LABORATORY TECHNICIAN	35	\$34,213
05084	SENIOR LABORATORY TECHNICIAN WATER ANALYSIS	35	\$34,213
03569	SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$37,524

## ATTACHMENT A - AGREEMENT

**WHEREAS**, due to the growth of the County's health care and pharmacy costs, and the associated cost to its employees, it is understood that certain cost containment measures are required in order for the County to be able to maintain the high level of benefits provided to County employees; and,

**WHEREAS**, it is further understood that due to certain provisions of the federal Affordable Care Act ("ACA"), it is critical that the County begin the process of finding health care cost savings, as it faces the potential for millions of dollars of fines in future years if its health care costs exceed the amount permitted by the ACA; and,

**WHEREAS**, the County's Benefits Department, in consultation with the County's health care and pharmaceutical plan administrators, have proposed numerous modifications to the County's health care and pharmaceutical plans where it is believed that substantial savings can be achieved at limited burden to the County's employees and dependents; and,

**WHEREAS**, while the County does not concede the negotiability of any or all of these modifications, it wishes to avoid any future Union challenges to them given their importance; and,

**WHEREAS**, the Union reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Union agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2015, so long as no such changes are implemented for Union employees until such time as they are simultaneously implemented for the County's non-represented employees;

**BE IT FURTHER RESOLVED** that the County shall provide at least sixty (60) days prior written notice before implementing any or all of the changes listed herein, but the Union shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Union have any right to file any grievance, unfair practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes provided said changes are made in accordance with this Agreement.

### HEALTH CARE PLAN MODIFICATIONS

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.

2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.

3. The County may revise its pricing schedule for out-of-network treatment to modify the "reasonable and customary" rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

### **PHARMACY PLAN MODIFICATIONS**

1. The County may implement a "network narrowing" plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County's network: (1) Walgreens, (2) Rite-Aid, (3) CVS.

2. The County may implement "step therapy" procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before "stepping-up" to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient's physician determines that a higher-cost medication is medically required, the physician may contact the County's pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which "step therapy" will apply will be provided to the Union.

3. The County may implement a "dispense as written" policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the "brand" co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes "DAW" or "dispensed as written" or checks the "do not substitute" box on the prescription.

4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Union.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.

For the Union:

Robert O. Ziegen

Dated: NOV. 10, 2015

For the County of Monmouth:

H. L. Stern, Special County Counsel

Dated: Nov 10, 2015

For the Monmouth County Board of Health

Cliff P. Mehel

Dated: Nov 16, 2015