

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, 2011 through DECEMBER 31, 2012

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PREAMBLE

This Agreement (the "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.

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

17. Principal Lab Technician Water
18. Public Health Investigator
19. Registered Environmental Health Specialist
20. Registered Environmental Health Specialist Trainee
21. Senior Environmental Health Specialist
22. Senior Lab Technician
23. 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 bargaining unit. In the event that agreement between the Employer and the Union cannot be reached, the disputed title will remain excluded from the bargaining 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 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 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 a bulletin board provided by the Board of Health 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 location. 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. All such 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 may be amended.

Section 4. It is agreed that 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 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 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 shall 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, seniority 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 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 New Jersey 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 New Jersey 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 they 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. 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 Alternate Steward that represents it. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Steward, or the Alternate 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 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. 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 Union shall be provided with a written copy of any proposed 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 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 Action shall include, but is not limited to, the following:

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

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, 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. 4A, 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 that may from time to time arise under this contract affecting 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 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 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 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 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 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 the last pay period of 2010, shall receive a wage increase of 2.00%, effective the first pay period of January 2011.

Section 2. All employees in the unit, and employed by the Employer on the last pay period of 2011, shall receive a wage increase of 1.75%, effective the first pay period of January 2012.

Section 3. Employees must be on the payroll as of the date the Agreement is ratified by the membership of the Union to be eligible for any retroactive salary payments.

Section 4. All entry-level salaries shall remain at 2010 levels for the duration of the Agreement, unless the Employer exercises its managerial prerogative to modify them pursuant to the provisions of Article 5, Section 3 of this Agreement. Entry-level salaries are set forth on Appendix A of this Agreement.

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, 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 6. 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 6.00% over the employee's regular rate, whichever is greater.

ARTICLE 10
UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Employees assigned to the Reclamation Center 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 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 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, 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 a proposed 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 a 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 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 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 cellular phone for such duty and they 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 they 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 (1-1/2) 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 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 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. 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. 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 or January 1, 2012, whichever comes later. If the County imposes such increases, bargaining unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

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

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, 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 1 of the following year.

ARTICLE 15
HOLIDAYS

Section 1. The following days are recognized paid holidays:

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

*effective November 2011 and thereafter, Lincoln's Birthday shall be eliminated as a recognized paid holiday and the Day after Thanksgiving shall become a recognized paid holiday in its place.

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 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 that are not set forth in this Agreement, 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 day's 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.

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

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

Application for personal leave shall be made to the Public Health Coordinator at least five (5) days in advance except in cases of emergency. No specific reason need be offered for the leave request unless it is made less than five (5) days in advance due to an emergency. Use of personal leave is subject to the approval of the Public Health Coordinator and shall be granted when determined by the Public Health Coordinator that the use of the leave will not hamper the efficiency of operation of the Board of Health.

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

Section 5. Bereavement Leave. Employees shall be granted five (5) days off with pay in the event of the death of their parent, step-parent, spouse, civil union or domestic partner, 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 an 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 Civil Service Commission 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 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

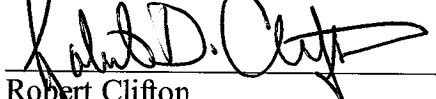
This Agreement shall be effective and retroactive to January 1, 2011 through December 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this ___ day of _____, 2011:


MONMOUTH COUNTY
BOARD OF HEALTH



MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

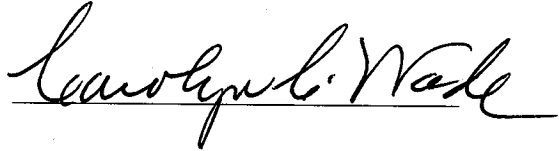



Robert Clifton,
Freeholder Director

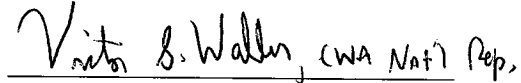


Teri O'Connor,
County Administrator

CWA LOCAL 1040




_____, Exec. V.P.


_____, CWA Nat'l Rep.

Appendix A
ENTRY LEVEL SALARIES

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