

AGREEMENT

BETWEEN

MONMOUTH COUNTY CLERK  
AND  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
SEIU, AFL-CIO, LOCAL R2-30

January 1, 2003 through December 31, 2005

## TABLE OF CONTENTS

Preamble.....	1
Article 1. Recognition.....	2
Article 2. Union Security.....	3
Article 3. Shop Steward.....	4
Article 4. Management Rights.....	5
Article 5. Personnel Practices and Discipline.....	6
Article 6. Grievance Procedure and Arbitration.....	7
Article 7. Salary.....	10
Article 8. Seniority.....	11
Article 9. Hours of Work and Overtime.....	12
Article 10. Holidays.....	13
Article 11. Vacations.....	14
Article 12. Leaves.....	15
Article 13. Bulletin Board.....	18
Article 14. Health Benefits.....	18
Article 15. Separation, Discharge, and Discipline .....	20
Article 16. Committees .....	20
Article 17. General. ....	20
Article 18. Office Space .....	21
Article 19. Increment Weather.....	21
Article 20. Duration of the Agreement.....	22

This Agreement is entered into this            day of            , 2003, by and between the  
MONMOUTH COUNTY CLERK [hereinafter called the Employer or the County Clerk]  
and the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter  
called the County or the Employer Funding Agent] and the SEIU, National Association  
of Government Employees, AFL-CIO, Local R2-30 [hereinafter called the Union]:

#### PREAMBLE

The County of Monmouth endorses the practice and procedure of collective Bargaining as a fair and orderly way of conducting relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the County to operate in a responsible and efficient manner consistent with the paramount interests of the public.

The parties recognize that this Agreement is not intended to modify any of the Discretionary authority vested in the County of Monmouth by the Laws or Regulations of the State of New Jersey.

It is the intention of this Agreement to provide where not otherwise mandated by Statutes, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement to prevent interruptions of work and to provide an orderly and prompt method for handling and processing grievances.

## ARTICLE 1

### RECOGNITION

Section 1. The County recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all full-time employees of the Monmouth County Clerk in the following titles, including senior and principal variants on said titles, but excluding Confidential Employees, Managerial Executives, Police, Blue Collar, Professional and Supervisory Employees:

Bookbinder

Clerk

Clerk Stenographer

Clerk Typist

Index Clerk

Map Clerk

Microfilm Machine Operator

Micro Machine Operator Typist

Records Retrieval Operator.

Section 2. Any new title authorized for use by the Employer will be excluded through negotiations between the parties or by final ruling of the Public Employment Relations Commission.

## ARTICLE 2

### UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union.

(b) At the time of hire, newly hired employees who are within the bargaining unit may be informed by a union representative that they have the opportunity to join the Union or pay to the Union a Representation Fee. The Employer shall notify the President or his designee of any new hire within five (5) working days of such hire.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employees monthly dues and initiation fees. Such deductions shall be made from the first salary paid during the month.

In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee.

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 in lieu of dues to the Union. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as majority representative.

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law Under NJSA 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. The Union agrees to hold the Employer and the County harmless from any action taken under the provisions of this Article.

### ARTICLE 3

#### SHOP STEWARD

Section 1. The Union may name three Stewards and one Chief Steward. The Union will provide written notification to the Employer of each Steward and Chief Steward which represents it. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Chief Steward, or a Steward in the absence of the Chief Steward, shall restrict their activities to representational functions.

The Chief Steward shall be allowed a reasonable amount of time for the handling of grievances, but only to such extent as does not neglect, retard or otherwise interfere with their work duties or with the work or duties of other employees in any manner. The Chief Steward must ask their immediate supervisor for permission to investigate and adjust grievances during work hours, and such permission shall not be unreasonably withheld, consistent with the above.

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

Section 4. The authorized representative of the Union may have access to the Monmouth County Clerk's offices upon application to the Employer. Such representative of the Union shall not interfere with the employee or cause them to neglect their work.

Section 5. While the authorized representative of the Union is on County Property, the Union shall hold the County Clerk and the County harmless against any injuries or accidents that may occur to that individual.

Section 6. Duly elected officials of the local Union shall be granted an aggregate of five (5) days for each year of this Agreement to attend duly verified Union conventions and /or seminars held by the Union. Notice to attend a Union convention or Union seminar shall be given to the Employer in writing at least fourteen (14) days prior to the expected attendance.

#### ARTICLE 4

#### MANAGEMENT RIGHTS

Section 1. It is recognized that the County Clerk has and will continue to retain the right and responsibility to direct the affairs of the department covered by this contract in all their various aspects.

Section 2. Among the rights retained by the County Clerk are the right to direct the working forces, to plan, direct and control all the operations and services of the department 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 employee due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitable 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 3. 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 5

### PERSONNEL PRACTICES AND DISCIPLINE

Section 1. Discipline and discharge of an employee shall be for just cause only.

Section 2. The sole right to discipline and discharge employees for cause is retained by the Employer, but the parties recognize the preference for progressive discipline, based upon the nature of the facts and circumstances of a discipline.

Section 3. No claim involving discipline or discharge shall be submitted to the grievance arbitration if the matter is subject to the appeal procedures of the New Jersey Department of Personnel. Minor disciplinary actions not subject to the appeal Procedures of the New Jersey Department of Personnel may be submitted to the grievances procedure.

Section 4. Each employee may review the contents of their personnel file upon request and may authorize a Union representative to accompany them while



they review their file. An employee shall have the right to respond to any document in their personnel file within 30 working days of its receipt by the employee.

Section 5. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of six percent [ 6 % ] over their present salary or increased to the entry level salary for the new title, whichever is greater. Entry level rates are set forth in Attachment A to this agreement.

Section 6. The Employer agrees to post notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Steward .

The filling of these vacancies and positions shall be subject to New Jersey Department of Personnel regulations.

Section 7. If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Department of Personnel regulations.

## ARTICLE 6

### GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance shall be a claim by an employee that the employee has been harmed by an interpretation or application of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated in writing within ten (10) working days from the date when the cause for the grievance occurred.

Section 3. The following procedure shall be resorted to as the sole means of obtaining adjustment of the grievance. Failure at any step of this procedure by management to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure by employee to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the decision.

STEP 1 The grievance, when it first arises shall be taken up between the Employee, the Steward, and the immediate supervisor. The immediate supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.

STEP 2 If no satisfactory settlement is reached during the first Step, the grievance shall be reduced to writing within three (3) working days after the Step 1 answer, whichever is earlier. The grievance must state the specific provision of the Agreement brought into question and it shall be served by the Steward upon the assigned Deputy County Clerk. Within five (5) working days thereafter, the grievance shall be discussed between the Deputy County Clerk and a representative of the Union to discuss the grievance. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the decision given by the assigned Deputy County Clerk does not satisfactorily settle the grievance, the Union shall notify the County Clerk, who may meet with a representative of the Union within five (5) working days after the Step 2 answer was received or due, whichever is earlier. A written decision shall be given to the Union with five (5) working days thereafter.

Any grievance the County Clerk may have against the Union shall be reduced to writing and submitted to the Shop Steward, who will promptly arrange a meeting with the County Clerk. If the matter is not satisfactorily settled at the meeting, or with five (5) working days thereafter, the grievance may then be processed through Step 4 of the Grievance Procedure.

STEP 4. In the event the grievance is not satisfactorily settled at Step 3, then the employee may elect to proceed through the New Jersey Department of Personnel, Merit System Board, or the union may request arbitration under this Step. However, upon selection of either the Merit System Board or arbitration under this Step, the choice becomes exclusive in nature and the employee cannot at a later time use another procedure to settle the grievance.

If arbitration is selected, then within (10) working days after the Step 3 answer was received or due, whichever is earlier, either party may request the Public Employment Relations Commission to aid their selection of an Arbitrator according to the rules and regulations of that Commission.

Section 4. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The parties shall share equally the fees and expenses of the Arbitrator but all other costs shall be borne solely by the party incurring them.

## ARTICLE 7

### SALARY

Section 1. Effective the first pay period in 2003, the salary for employees in the unit and employed by the Employer on the last pay period of 2002, and who are also employed on the date of final ratification of this Agreement by the County, shall receive a wage increase of 3% retroactive to the first pay period of 2003. Effective the first pay period in 2003, employees in the bargaining unit shall receive a yearly stipend for the duration of this contract to include the following:

FY2003 - \$400.00

FY2004 - \$300.00

FY2005 - \$300.00

This stipend is being given as a result of additional training necessitated by the new recording system instituted in the County Clerk's Office. This stipend shall not be part of base salary, shall not be a negotiable item in the future contracts and shall not be a past practice in future contracts.

The new minimums and pay adjustments shall be memorialized by a separate document titled DWKSS4F and dated \_\_\_\_\_.

Section 2. All employees in the unit and employed by the Employer on the last pay period of 2002, shall receive a wage increase of 3%, effective the first pay period of 2003.

Section 3. All employees in the unit and employed by the Employer on the last pay period of 2003, shall receive a wage increase of 3 %, effective the first pay period of 2004.

Section 4. All employees in the unit and employed by the Employer on the last pay period of 2004, shall receive a wage increase of 3 %, effective the first pay period of 2005.

## ARTICLE 8

### SENIORITY

Section 1. Seniority is defined as an employee's total length of service with The County, beginning with the last date of hire.

Section 2. Seniority in classification will be considered in transfers and re-assignments in accordance with New Jersey Department of Personnel Regulations. However the County Clerk shall have the final authority to reassign or transfer an employee as work load dictates.

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work are equal, as determined by the Employer.

Section 3. The County Clerk shall maintain a seniority roster showing each Employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to the accuracy of the roster; and if such written objections are not so presented by the Union then the roster shall be deemed accurate for all purposes under the Agreement.

## ARTICLE 9

### HOURS OF WORK AND OVERTIME

Section 1. The normal work week of full-time employees shall consist of thirty-five (35) hours on five (5) consecutive seven (7) hour days. Normal work days shall be Monday through Friday.

Section 2. All employees shall receive time and one half pay for all hours worked in excess of forty (40) hours in any given week, provided that only actual hours worked, approved vacation time and approved personal time will be included in determining hours actually worked in a week.

All employees shall be compensated at one and one-half times the regular hourly rate of pay for work performed Saturdays {or sixth day of work} and at twice the regular hourly rate of pay for any work performed on Sundays [or seventh day of work].

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.

Section 4. The County Clerk does recognize that it may be inconvenient for individual employees to work overtime and it will give due consideration to each request for relief from overtime work. However, the parties agree that the Employer shall be the sole judge as to the necessity for overtime work.

Section 5. Overtime shall be distributed as equally as practicable among the Employees qualified and capable of performing the work available.

Section 6. In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of two(2) hours pay at the overtime rate.

Section 8. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay. The scheduling of all meals and coffee breaks shall be the responsibility of the immediate supervisor, or designee.

## ARTICLE 10

### HOLIDAYS

Section 1. The following days are recognized paid holidays: New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

To be eligible for holiday pay, the employee must work the scheduled workday before and the scheduled workday after the holiday, unless that day is an excused absence with pay or there are extenuating circumstances to be stated in writing and subject to the approval of the Employer.

Section 2. Employees who are recalled to work duty on any of the above Holidays shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate for each hour worked, split assignments accepted.

It is understood that the provisions of this Section shall apply only to those holidays listed in Section 1 and shall not apply to those days on which other County employees are released from work early because of weather emergencies.

Section 3. If a holiday falls on a Saturday, it will be celebrated and compensated accordingly on the Friday preceding said holiday. If a holiday falls on a

Sunday it will be celebrated and compensated accordingly on the Monday following said Holiday.

Section 4. If a holiday falls within the vacation period of an employee, the Employee shall receive an additional day of vacation to be schedule at the discretion of the Employer.

## ARTICLE 11

### VACATIONS

Section 1. The Employer agrees to grant to all employees within the Bargaining Unit vacation with pay in accordance with the following schedule:

- (a) One (1) working day per month worked during the first calendar year of employment.
- (b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at one day per month.
- (c) Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter days per month.
- (d) Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third days per month.
- (e) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth days per month.

Section 2. For purposes of computation, those employees who are hired between January 1<sup>st</sup> and June 30<sup>th</sup> will be credited for that year of service in determining time served for their vacation leave. Those 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 will begin



receiving credit on January 1<sup>st</sup> of the following year.

Section 3. Vacations shall be taken in five (5) day increments for seniority selections, and for one or more days for non-seniority selections.

Section 4. Vacation schedules will be posted on the first week of November and the first week of January of each year for employees to schedule their vacations in five (5) day increments and according to seniority for the succeeding half-year. The posting shall be removed by December 15 and March 15, respectively.

Those not selecting a vacation from the seniority selection, or who have days remaining after making their seniority selection, can request vacation time of one or more days during the year on a non-seniority basis, subject to Employer approval and provided that the request is made in writing at least two (2) weeks prior to the time requested. It is agreed that the decision of the Employer with respect to granting or denying non-seniority vacations will not be grievable under this contract.

Section 5. Carry over vacations, if any, shall be permitted in accordance with County policy.

It is understood and agreed that any postponed vacation must be scheduled for use and used not later than by April 1 of the succeeding year.

## ARTICLE 12

### LEAVES

Section 1. Sick Leave. Sick leave is defined as absence of post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the constant

care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 ¼) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

The employer may require proof of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family who is seriously ill. Any proof of illness provided shall be fully descriptive of the condition which required absence from work, and must include a consent provision to provide an Employer-designated doctor the right to request and review supporting treating doctor records to verify the illness. Sick leave may be taken in hourly increments.

Section 2. Personal Days. An employee is entitled to three (3) administrative days leave for the transaction of personal business upon prior written notice and approval of the Department Head. Such leave cannot be accumulated year to year. It is understood that approval of such administrative leave shall not be unreasonably withheld, however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances. Personal days may be taken in half-day increments.

Section 4. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child, including step-child, grandchild, and adopted child. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent or other member of the employee's immediate household. Employer reserves the right to verify the legal

relationship to the employee.

Upon the death of an employee the County shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$ 15,000 or such higher amount as the County may hereafter adopted by resolution.

Section 5. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty, when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the agency, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. It is understood that employees will be permitted to keep any fee or expenses paid by the Courts while serving on jury duty. A copy of subpoena or order to appear must be furnished to the Employer prior to the schedule absence.

Section 6. Personal Unpaid Leave. An employee may request an unpaid leave of absence for up to six (6) months pursuant to New Jersey Department of Personnel regulations. An employee may make application for an extension of the initial six (6) month leave pursuant to the New Jersey Department of Personnel regulations.

## ARTICLE 13

### BULLETIN BOARD

Section 1. The County Clerk agrees to provide Bulletin Board space for Union use 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.

Section 2. It is further agreed that all notices are to be presented to and reviewed by the County Clerk prior to posting.

## ARTICLE 14

### HEALTH BENEFITS

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity Medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions.

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

Section 4. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of 20 hours weekly. Temporary employees are not eligible for these benefits.

Section 5. It is understood that the current prescription drug plan and co-pay may be changed no sooner than January 1, 2003. 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. The above increases may be implemented without further negotiations. No changes to the drug plan or co-pay will occur until implemented County-wide.

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

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

## ARTICLE 15

### SEPARATION, DISCHARGE AND DISCIPLINE

Section 1. Separation from service of the Employer may result from voluntary resignation of the employee's services by the Employer.

Employees who wish to terminate their services shall notify the County at least two (2) weeks prior to their effective date of resignation in order for the resignation to be in good standing. Notification may be verbal or in writing and should state the date and reason for leaving. The County Clerk or a Deputy County Clerk may accept an immediate oral resignation, but such resignation shall be considered not in good standing unless differently-recorded by the Employer.

Section 2. In cases of suspension or dismissal, the County shall notify the Union president of such action unless otherwise directed by the affected employee.

## ARTICLE 16

### COMMITTEES

Section 1. There shall be established a joint Union County Safety and Health Committee to review safety and health issues. Each party shall designate two (2) members of the Committee. The employer shall schedule a meeting of the Committee at the written request of either party, which request shall include a proposed agenda.

## ARTICLE 17

### GENERAL

Section 1. It is agreed that the County Clerk and the Union will continue the practice of not discriminating against any employee because of race, color, creed,

nationality, sex, or age. No employee shall be discriminated against or transferred out because of legal union activities.

Section 2. It is agreed that if an employee is not promoted from an approved list, the Employer shall provide the employee with the reason for the decision.

## ARTICLE 18

### OFFICE SPACE

Section 1. The Union shall be provided with a place for a file cabinet.

## ARTICLE 19

### INCREMENT WEATHER

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

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

(c) This section shall not apply if less than all County offices are closed.

(d) During any county-wide closure, daily wages to be paid those not working will be

be paid those not working will be based upon their average hours worked the previous month.

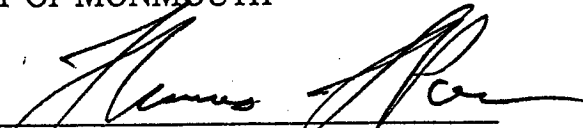
ARTICLE 20

DURATION OF THE AGREEMENT

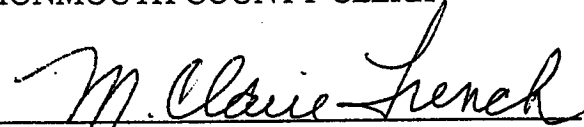
This Agreement shall be effective January 1, 2003 and shall continue in force and effective until December 31, 2005.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

COUNTY OF MONMOUTH

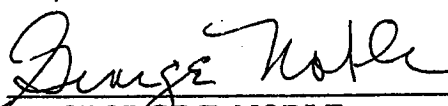
  
by: BOARD OF CHOSEN FREEHOLDERS

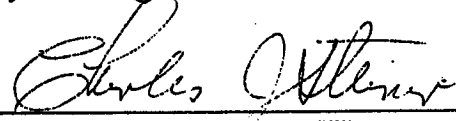
MONMOUTH COUNTY CLERK

  
by: M. CLAIRE FRENCH

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
SEIU, AFL-CIO, LOCAL R2-30

  
by: PEARL BARRON

  
by: GEORGE T. NOBLE

  
by: CHARLES J. STEINER



RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSE FREEHOLDERS, THE MONMOUTH COUNTY CLERK AND THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R2-30

Freeholder STOMINSKI offered the following

Resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Clerk and the NAGE Local R2-30 have engaged in negotiations with regard to terms and conditions of employment for employees in the County Clerk's Office; and

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

WHEREAS, the Board has been advised that the unit represented by NAGE Local R2-30 has ratified this contract agreement and that it is fair and agreeable to them and to the County Clerk and it is fair and agreeable to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the agreement reached with NAGE Local R2-30 for the period January 1, 2003 through December 31, 2005 and in accordance with the terms therein set forth in the agreement, a copy of which is to be filed with the Clerk of the Board.

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

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to NAGE Local R2-30, the Monmouth County Clerk,

the Monmouth County Treasurer and the Monmouth County Personnel  
Officer.

Seconded by Freeholder POWERS and adopted on roll call

by the following vote:

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

**CERTIFICATION**

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY  
OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN  
FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A  
MEETING HELD NOV 25 2003

James King  
CLERK