

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1034, BRANCH 4

[RECLAMATION UNIT]

January 1, 2003 through December 31, 2006

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This Agreement is by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter called the Employer or the County] and the Communication Workers of America, Local 1034, Branch 4 [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 statute, 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 establishing salaries, wages, hours and other terms and conditions of employment for all full-time employees of the County at the Reclamation Center in the following titles, including variants and senior variants of said titles, but excluding Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisory employees and all others:

Laborer
Maintenance Repairer
Security Guard
Compact Truck Driver
Truck Driver Heavy
Control Room Operator
Equipment Operator Sanitary Landfill
Equipment Operator
Mechanic
Mechanic Diesel
Pumping Station Operator
Repairer Stationary Equipment
Weighmaster
Welder
Heavy Equipment Operator Sanitation
Assistant Supervisor Heavy Equipment Operator

Section 2. Any new title authorized for use by the Employer at the Reclamation Center may be negotiated for inclusion into the bargaining unit. In the event agreement between the Employer and the Union is not reached on a particular title, then that title will remain excluded from the unit until final resolution by the Public Employment Relations Commission [PERC].

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 will be informed by their respective shop steward that they have the opportunity to join the Union or pay to the Union a Representation Fee.

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 NISA 34:13A-5.5 through 5.8, and as that law may be amended.

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

ARTICLE 3 SHOP STEWARD

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

Section 2. The Stewards, or a Chief Steward in the absence of the Steward, shall restrict their activities to the handling of grievances.

The Stewards 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 Stewards 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 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.

Section 4. The Union shall be allocated forty hours (40) of paid leave per year for union business authorized by the Local or Branch office. Leave pursuant to this provision shall be granted upon written authorization submitted by the Union to the Superintendent of Reclamation, indicating the name or names of the individuals and the times absence will be required. In order to facilitate the scheduling, advance notice of the use of leave time shall be provided at least one (1) week prior.

Section 5. The authorized representative of the Union may have access to the shop area on application to the office of the Superintendent of Reclamation. Such representative of the Union shall not interfere with the employees or cause them to neglect their work.

Section 6. While the authorized representative of the Union is on County property, the Union shall hold the County harmless against any injuries or accidents that may occur to that individual.

Section 7. The Chief Steward shall receive a copy of every Notice of Minor Discipline, unless otherwise requested by the affected employee. The Chief Steward shall also receive prior notice of all new job titles that are to be used at the facility.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. It is recognized that the County 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 are its 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 employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities.

The exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 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 GRIEVANCE PROCEDURE

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

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

Section 3. The procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance. Failure at any step of this procedure 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 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 written decision on the grievance.

STEP 2. If no satisfactory settlement is reached during the first Step, the grievance shall then be reduced to writing within five (5) working days. The grievance must state the specific provision of the Agreement brought into question and shall be served by the Chief Steward upon the Assistant Superintendent of Reclamation. Within five (5) working days thereafter, the grievance shall be discussed between the Assistant Superintendent of Reclamation and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the decision given by the Assistant Superintendent of Reclamation does not satisfactorily settle the grievance, the Union shall notify the Superintendent of Reclamation, who may arrange to meet with the Chief Steward within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

Any grievance the County may have against the Union shall be reduced to writing and submitted to the Shop Steward, who will promptly arrange a meeting with the Superintendent of Reclamation. If the matter is not satisfactorily settled at the meeting, or within 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 by the Superintendent of Reclamation and the representative of the Union, then the employee may proceed through the New Jersey Department of Personnel, Merit System Board, for suspensions

over 5 days [major discipline] or for other actions within the jurisdiction of the Merit System Board. In the event of discipline imposed upon the employee which is not within the jurisdiction of the Merit System Board, such as a suspensions 5 days or less [minor discipline], or in the event that the grievance otherwise involves the interpretation or application of this Agreement, but not an action within the exclusive jurisdiction of the Merit System Board, the Union may request arbitration under this Step.

If arbitration is selected, then within (10) working days of the decision at Step 3, 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.

Section 6. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

ARTICLE 6

SALARY

Section 1. Effective the first pay period in 2003, the base salary for all 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 \$ 1,250 or 4 %, whichever is higher.

Effective the first pay period in 2003, the minimum salary for each title level in the unit shall be raised by \$ 1,000. Employees hired in 2003, and whom the County also employs on the date of final ratification of this Agreement, shall receive a wage increase to the new title minimums, retroactive to their date of hire.

Section 2. All employees in the unit, and employed by the Employer on the last pay period of 2003, shall receive a wage increase of four percent (4 %), effective the first pay period of 2004. Effective the first pay period in 2004, the minimum salary for each title level in the unit shall be raised by \$ 1,000.

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

Section 4. All employees in the unit, and employed by the Employer on the last pay period of 2005, shall receive a wage increase of four percent (4 %), effective the first pay period of 2006.

Section 5. Should the Board turn over the operation of the reclamation center to a public authority over which the Board has effective control, the Union may re-open this contract.

ARTICLE 7

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 reassignments in accordance with New Jersey Department of Personnel regulations, though the

County 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 Superintendent of Reclamation.

Section 3. An employee discharged while serving a provisional or temporary appointment or released at the end of a working test period shall not have recourse to the Grievance Procedure as set forth in this Agreement and must utilize instead the procedures available through the New Jersey Department of Personnel, Merit System Board to appeal such discharge or release.

Section 4. The Employer agrees to post notices of job vacancies and newly created positions for a period of three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Chief Steward. The filling of these vacancies and positions shall be subject to New Jersey Department of Personnel regulations. The Superintendent of Reclamation or designee shall interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position.

Section 5. If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Department of Personnel regulations.

Section 6. The County 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 this Agreement.

ARTICLE 8
HOURS OF WORK & OVERTIME

Section 1. The normal work week shall consist of forty (40) hours or five (5) consecutive eight (8) hour days. The normal work days shall be Monday through Friday, except for those employees assigned to twenty-four (24) hour per day, seven (7) day per week operations and those who may be scheduled for a work week on any five (5) eight (8) hour days within a week.

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 on 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. All employees are expected to perform a reasonable amount of overtime. The County 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.

To the extent reasonably possible, the Employer shall post overtime schedules for Saturday, Sunday and holidays by 12 Noon two days preceding the 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 and to a minimum of four (4) hours pay at the overtime rate for Saturday or Sunday [sixth or seventh day].

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 coffee breaks and meals during overtime shall be the responsibility of the Superintendent of Reclamation or designee.

Section 9. Employees who work twelve (12) or more continuous hours shall receive a \$ 10.00 meal credit.

ARTICLE 9

OUT OF TITLE PAY

Section 1. An employee who is authorized by their immediate supervisor to perform functions of a higher position shall be eligible to receive an additional compensation equal to six percent (6%) of their base pay or the minimum rate for the higher classified position, whichever is higher. Said additional compensation shall be paid provided the employee assumes these duties and performs for a period of ten (10) days within a year. Once an employee works the ten (10) days within a calendar year the employee will receive compensation at the higher rate for the total hours worked.

Section 2. For each shift where there is neither a Senior Guard nor a Supervising Guard on duty, the senior guard assigned shall be deemed to be "in charge" and paid an addition five percent (5 %) for the shift.

Section 3. The parties acknowledge that the past practice of supervisors and assistant supervisors doing unit work on an as needed basis can continue without change.

ARTICLE 10

UNIFORMS

Section 1. The uniform allowance shall be \$ 675.00 annually, which shall be apportioned as \$ 350.00 for clothing maintenance and \$ 325.00 for clothing allowance. It shall not apply for employees for whom the County continues to provide cleaning service.

Section 2. The County shall continue to provide uniforms at the same levels as set by the uniform committee, but it reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the uniform committee.

Section 3. If an employee reports to work not wearing the required uniform or safety equipment provided, that employee will be subject to being sent home for the day without pay and subject to further disciplinary action.

ARTICLE 11

HOLIDAYS

Section 1. The following days are recognized paid holidays: New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day. However, because of the nature of the operation, only the following days will be recognized days off: New Years Day, Thanksgiving Day,

Christmas Day and employee's birthday. No other days shall be observed.

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 work on any of the above holidays shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate for each hour worked.

Employees who are assigned to twenty-four (24) hours per day, seven (7) days per week operations and those who may be scheduled for a work week of any five (5) eight (8) hour days within a week shall be paid at two and one-half times their regular salary, which shall include the eight hours pay for their regular shift assignment plus a premium of one and one-half times their regular straight time rate for each hour worked.

It is understood that the provisions of this Section 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.

If a birthday falls on a non-work day or on a premium pay day, the birthday will be recognized on the non-premium day closest to the actual date and with approval of the Superintendent of Reclamation.

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

Section 5. 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 9:00 a.m. until 4:30 p.m., any bargaining

unit employee working during the closure will receive one and one-half times their regular wage for all hours actually worked throughout the full shift, in addition to the straight time paid for the closure.

(b) If all offices are closed after 9:00 a.m. or for less than a full day, each bargaining unit employee working during the closure will be paid one and one-half times their regular wage rate for all hours actually worked between the time the County offices are closed and 4:30 p.m. or the end of the immediate shift, in addition to the straight time paid for the closure. 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.

ARTICLE 12

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 1st and June 30th will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on January 1st of the following year.

Section 3. Any additional vacation days granted generally to all other County employees by the Board of Chosen Freeholders shall also be granted to the Union.

Section 4. Vacations shall be taken between January 1st and December 31st inclusive.

Section 5. Vacation schedules will be posted on January 2 of each year for employees to schedule their vacations according to seniority. The posting shall be removed by March 31, or sooner if fully completed.

Section 6. Vacations shall be taken in five (5) day increments except as otherwise agreed with the Employer.

Section 7. Vacation carry over into a succeeding year will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. An employee may request a maximum of one week of earned vacation allowance to be forwarded into the next succeeding year. The request shall be made in writing to the Monmouth County Administrator on or by November 1 of the prior year. Any carry over vacation time granted must be used by April 1 of the next year or lost.

ARTICLE 13

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 1/4) 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.

The employer shall continue its pilot program for one year, providing for 1 day of compensatory time off if an employee uses two or fewer sick days in the preceeding year. The employer reserves the exclusive right as to whether to continue this pilot program on a year-by-year basis.

Section 2. Personal Days. An employee is entitled to three (3) administrative days leave for the transaction of emergency personal business upon prior written notice and approval of the Department Head. Such leave cannot be accumulated from 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.

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

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 \$ 15,000.00 or such higher amount as the County may hereafter adopt 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 of jury duty. A copy of subpoena or order to appear must be furnished to the Employer prior to the absence.

ARTICLE 14

BULLETIN BOARD

Section 1. The County 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 Superintendent of Reclamation prior to posting.

ARTICLE 15
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 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. That resolution is attached hereto as appendix A.

Section 4. In lieu of a demand for a further increase in clothing allowance, it is agreed that the County shall provide \$400.00 per year for the Union sponsored dental plan.

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

Section 6. The statutory compensation provided in NISA 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 not longer than the first year. Thereafter, the provisions of NISA 34:15-12(a) 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.

Section 8. The County shall provide a mandatory annual physical examination for employees in recognition of the conditions of work, the timing and scope being determined by the County and the Superintendent of Reclamation and paid by the County. The examination will include a drug screen procedure.

Section 9. It is understood that the current prescription drug plan and co-pay may be changed no sooner than January 1, 2003, but it is agreed that the changes shall not exceed \$ 15 for brand drugs and \$ 5 for generic drugs, retail, and \$ 10 for brand drugs and \$ 0.00 for generic drugs, by mail, and that they may be implemented without further negotiations.

ARTICLE 16

SEPARATION, DISCHARGE AND DISCIPLINE

Section 1. Separation from service of the Employer may result from voluntary resignation of the employee or by termination 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 Superintendent of Reclamation 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 resignation, suspension or dismissal, the County shall

notify the Union of such action unless otherwise directed by the affected employee.

ARTICLE 17

VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS

Section 1. The seniority rights of employees who enlist or are drafted pursuant to law shall be maintained during the period of service and they shall have the right to reinstatement to their former position or to a position of equal status at the salary rate previously received together with all salary increases granted by the Employer to that employee's previous position during the period of military service.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after honorable discharged from service. This clause shall be subject to all pertinent and applicable provisions of law.

Section 3. Any employee in the Reserves who is called to active duty shall maintain seniority rights and shall receive pay in the amount of the difference between their service pay and eight (8) hours straight time pay for time lost.

Section 4. The Employer agrees to grant time off from work with pay for employees who are members of a volunteer fire company, first aid or rescue squad serving in the municipality where they are assigned to work when such employees are called to respond to alarms occurring during the hours of their employment in the municipality.

ARTICLE 18
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 an expected agenda.

Section 2. 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 at the written request of either party, which request shall include an expected agenda.

Section 3. A Commercial Driver License is required for the performance of certain job functions. All employees who are notified that they are required to utilize a Commercial Driver License shall obtain such a license within 90 days following such notice or be subject to termination. The County shall agree to pay the license cost, including renewal cost.

ARTICLE 19
GENERAL

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

ARTICLE 20

FULL BARGAIN PROVISION

Section 1. This Agreement represents and incorporates the complete and final understanding of statements by the parties of all bargainable issues which are subject to and could have been subject to negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties when they negotiated or signed this Agreement.

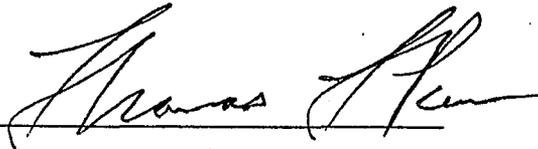
ARTICLE 21

DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2003 and shall continue in force and effect until December 31, 2006.

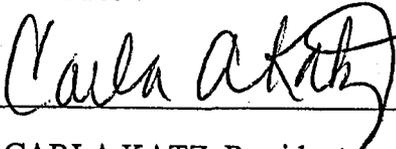
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of 2003.

COUNTY OF MONMOUTH



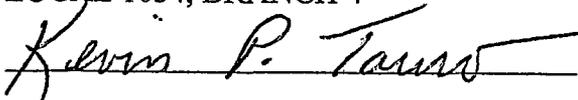
by Thomas J. Powers, Deputy Director

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1034



by CARLA KATZ, President

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1034, BRANCH 4



by KEVIN TAURO, President, Branch 4

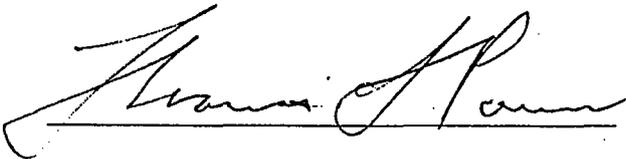
ARTICLE 19

DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2003 and shall continue in force and effect until December 31, 2006.

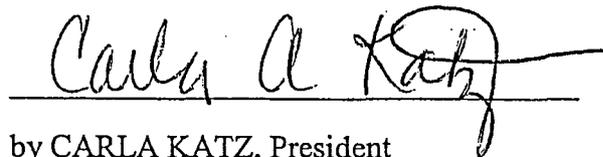
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of 2003.

COUNTY OF MONMOUTH

A handwritten signature in cursive script, appearing to read "Harry Larrison, Jr.", written over a horizontal line.

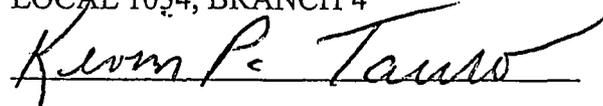
by Director HARRY LARRISON, JR.

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1034

A handwritten signature in cursive script, appearing to read "Carla Katz", written over a horizontal line.

by CARLA KATZ, President

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1034, BRANCH 4

A handwritten signature in cursive script, appearing to read "Kevin Tauro", written over a horizontal line.

by KEVIN TAURO, President, Branch 4

APPROVED 11:00
PERIOD OF AGREEMENT

Resolution No. 03-771

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1034, BRANCH 4

Freeholder NAROZANICK offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders and the CWA Local 1034, Branch 4 have engaged in negotiations with regard to terms and conditions of employment for employees in the County reclamation center blue collar unit; 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 CWA Local 1034, Branch 4 has ratified this contract agreement and that it is fair and agreeable to them and is fair and agreeable to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the agreement reached with CWA Local 1034, Branch 4 for the period January 1, 2003 through December 31, 2006 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 CWA Local 1034, Branch 4, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder HANDLIN 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 OCT 9 2003

June Handlin
CLERK