

Resolution No. 90-805

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO.

Freeholder POWERS offered the following resolution and moved its adoption:

WHEREAS the Monmouth County Board of Chosen Freeholders and the Communications Workers of America, AFL-CIO, have engaged in negotiations with regard to terms and conditions of employment for employees in a unit of employees comprising bridge operators and bridge attendants; 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 the Communications Workers of America, AFL-CIO, 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 the Communications Workers of America, AFL-CIO, for the period January 1, 1990 through December 31, 1992 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.

x 1/1/90 - 12/31/92

Personnel

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1032 [BRIDGES]

JANUARY 1, 1990 through DECEMBER 31, 1992

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	PREAMBLE	1
2	RECOGNITION	2
3	UNION SECURITY	3
4	UNION ACTIVITY/INDIVIDUAL RIGHTS	7
5	VISITATION RIGHTS	8
6	MANAGEMENT RIGHTS	9
7	NO STRIKE PROVISION	11
8	WORK RULES/WORK SCHEDULE	12
9	GRIEVANCE PROCEDURE	13
10	SALARY	17
11	UNIFORM AND MAINTENANCE ALLOWANCE	19
12	MEDICAL COVERAGE	20
13	VACATIONS	21
14	SICK LEAVE	22
15	HOLIDAYS	25
16	BEREAVEMENT LEAVE	26
17	COURT APPEARANCE	27
18	HEALTH AND SAFETY	28
19	SEVERABILITY AND SAVINGS	29
20	COMPLETE AGREEMENT	30
21	EXTENT AND DURATION OF AGREEMENT	31

ARTICLE 1

PREAMBLE

THIS AGREEMENT made this 11th day of October, 1990, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter referred to as the "Employer" or the "County"] and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO [hereinafter referred to as the "Union"], has as its purpose the promotion of harmonious relations between Employer and the Union, 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 2
RECOGNITION

The Employer recognizes the COMMUNICATIONS WORKERS OF AMERICA as the sole representative of the employees in the following job classifications for the purpose of discussing proposals covering wages, hours of work and other terms and conditions of employment:

INCLUDED:

All Bridge Operators and Bridge Attendants

EXCLUDED:

All Chief Bridge Operators, Professional, Craft, Clerical, Confidential, Bridge Repairmen and supervisory employees.¹

¹ The term "supervisory employee" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, or effectively recommend the same, who shall not have the right to be represented in this bargaining unit.

ARTICLE 3
UNION SECURITY

Section 1. Union Dues: The Employer agrees to deduct twice monthly from the base wage of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o CWA Local 1032, 900 Brunswick Avenue, Trenton, New Jersey 08638, by the 10th day of the month following the calendar in which deductions are made, together with a list of employees from whose pay such deductions were made.

Section 2. Indemnification. The CWA agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agents or servants.

Section 3. Procedures for full dues: Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

The County will immediately supply the Union a copy of any request to halt dues.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution indicating dues changes and the effective date of such changes.

Section 4. Representation Fee in lieu of full dues: All eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Section 5. Amount of Fee: Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular

membership dues, fees and assessments.

Section 6. Deduction and Transmission of Fee: After verification by the Employer that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employe in this unit form a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

Section 7. Demand and Return System: The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological

nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformity with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the County. The deduction of the representation fee shall be available only if the Union established and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

Section 8. County Held Harmless: The Union hereby agrees that it will indemnify and hold Monmouth County harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to the Union for any retroactive or past due representation fee for any employee who was identified by the employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

Section 9. Legal Requirements: Provisions in this clause are conditioned upon all requirements set by statute.

ARTICLE 4

UNION ACTIVITY/INDIVIDUAL RIGHTS

Section 1. The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and, further, that there shall not be any discrimination or coercion against any Employee because of Union membership or non-membership .

Section 2. Members of the Bargaining Unit who are designated by the Union may be granted up to four (4) aggregate days per calendar year with full pay to attend Union business and/or training.

Section 3. Non-discrimination. The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

Section 4. Individual rights. Nothing contained in this Agreement shall abridge the rights of the County of Monmouth, its agents and employees under the laws of the State of New Jersey.

ARTICLE 5
VISITATION RIGHTS

Section 1. Where, in the opinion of the County, or the Union, it is reasonable and necessary for a Union Agent other than employees to enter County Bridge operations to investigate a previously filed grievance, such Agent shall first secure written permission from the County Personnel Office and shall then obtain a mutually satisfactory date and time for the visit.

Section 2. A representative of the County shall accompany the Union Agent while he is at the Bridge operation.

ARTICLE 6
MANAGEMENT RIGHTS

Except where such rights and authority are specifically relinquished or limited by provisions of this Agreement, the County will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it. the County shall have the sole and absolute right, responsibility and prerogative of management of County affairs and direction of the working force, including, but not limited to, the following:

- (1) To determine the care, maintenance and operation of equipment and property used for and on behalf of the County;
- (2) To establish or continue policies, practices and procedures for the conduct of County business and, from time to time, to change or abolish such policies or procedures;
- (3) To discontinue processes or operations or to discontinue their performance by employees;
- (4) To select and determine the number and types of employees required to perform the County operation;
- (5) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons where it shall be in the best interest of the County or department, provided however, the same shall be in accordance with Title 11A;
- (6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the

performance of work in accordance with the requirements of the county, provided such rules and regulations are made known in a reasonable manner to the employee affected by them;

(7) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;

(8) To establish contracts or subcontracts for County operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees shall be continued to be so performed unless, in the sole judgement of the County, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Monmouth County Board of Chosen Freeholders and the Administration by virtue of statutory provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance.

ARTICLE 7
NO STRIKE PROVISION

Section 1. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operation of Monmouth County bridges, motor vehicles, boats or pedestrian traffic connected with bridge operations, regardless of the reason for so doing.

Section 2. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County pursuant to the Rules and Regulations of the New Jersey Department of Personnel and any State statute applicable thereto.

ARTICLE 8

WORK RULES/WORK SCHEDULE

Section 1. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 2. Where the nature of the work involved requires continuous operation on a twenty-four (24) hour per day, seven (7) days per week basis, the regular schedule of work shall consist of forty (40) hours, five (5) days of eight (8) hours.

Section 3. It is understood that deviations from regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to, rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered as a violation of this contract, but the Employer shall endeavor to give reasonable notice of any schedule change beforehand.

Section 4. In the event there is a deviation from the regular schedule of work that results in an employee working a double shift in one day (other than by rotation of shift) the employee, in addition to his other compensation, shall receive an \$10.00 per diem meal allowance for each such event.

Section 5. If an employee is called in from home by his supervisor to perform work, the employee shall be guaranteed four (4) hours work at time and one half compensation.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. General. A "Grievance" shall mean a complaint by an employee that there has been a misinterpretation or violation of policies, agreements or administrative decisions affecting same.

Section 2. Definition of Grievance. A grievance is any combination of circumstances by which an employee is dissatisfied with terms and conditions of employment which are beyond his control, but which may be subject to remedy by his supervisor.

Section 3. Exceptions to Grievance Procedure. This procedure shall not serve as an avenue of appeal for matters which must by law be decided by the Merit System Board through its exclusive appeal procedures which shall include, but not be limited to the following:

1. Removals (4A:2-2.1 et seq.)
2. Suspension, Fine, Demotion (4A:2-2.1 et seq.) if 5 days or more
3. Resignations not in good standing (4A:2-6.1 et seq.)
4. Layoffs and Demotions (4A:3-16.2 et seq.)
5. Removal at End or During Working Test Period (4A:2-4.1 et seq.)
6. Classification Review (4A:3-3.9). All appeals should be directed to the New Jersey Department of Personnel.

7. Review of Determination by Chief Examiner and Secretary (4A:3-3.9)

8. Removal of Names from Eligible Lists (4A:4-6.5)

9. Probationary Progress Reports.

Section 4. Procedure to be followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing by the employee within fourteen (14) days.

Step 1

Any employee having a grievance shall present it in the first instance to the bridge Chief Bridge Operator within fourteen (14) days after the occurrence of the event out of which the grievance arises. The Chief Bridge Operator shall meet with the grievant and representative, and render a decision in the grievance within five (5) working days.

Step 2

If the employee is not satisfied with the decision of the Chief Bridge Operator at the first step, the grievance shall be put in writing, signed by the employee, and sent to the Bridge Supervisor within five (5) working days after the decision of the employee's Chief Bridge Operator. Copies of the written grievance shall be forwarded to the Supervisor, the Union, the Director of Public Works and Engineering and to the Personnel Officer. The

employee's Supervisor shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and his or her representative. The Supervisor shall give to the employee and the Union a written answer to the grievance within three (3) working days after the date of such meeting.

Step 3

If the employee or the Union is not satisfied with the written answer of the employee's Supervisor, the Union shall, within five (5) working days following the date of the written answer of the employee's Supervisor, submit to the Personnel Officer a written request for a meeting. Such meeting shall occur at a mutually agreeable time and place, not later than five (5) working days after the written request for such discussion. The employee shall be entitled to be present at such meeting. The Personnel Officer or his representative shall give a written decision to the employee and the Union within five (5) working days after such discussion takes place, or within such additional period of time that may be mutually agreed upon.

Step 4

If the grievance is still unsettled, the Union may, within thirty (30) days after the decision of the Personnel Officer, give written notice demanding arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the Public Employment Relations Commission's mediation service shall be

requested by either or both parties to provide a panel of arbitrators for selection of an arbitrator under the rules and regulations of PERC.

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by both parties.

Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 5. Representation. In using the grievance procedure established herein, an employee is entitled at each Step to be represented by a Union representative.

ARTICLE 10

SALARY

Section 1. The salaries for Bridge Attendants and Bridge Operators for the years 1990, 1991 and 1992 shall be set forth in the attached Appendix A and as is explained below.

Section 2. Effective January 1, 1990, the annual salaries of all employees in the bargaining unit covered by this Agreement and who are in the service of the Employer on the date of the signing of this Agreement shall receive a salary increase as set forth in the adjusted wage levels contained in Appendix A, which appendix represents both adjusted wage levels and percentage increase.

Section 3. Effective January 1, 1991, the annual salaries of all employees in the bargaining unit covered by this Agreement and who are in the service of the Employer on that date shall receive a six (6%) percent increase over 1990 wage levels.

Section 4. Effective January 1, 1992, the annual salaries of all employees in the bargaining unit covered by this Agreement and who are in the service of the Employer on that date shall receive a five (5%) percent increase over 1991 wage levels. If the County of Monmouth grants a general wage increase in excess of five (5%) for the year 1992, that increase will be made available to all employees in the bargaining unit.

Section 5. Notwithstanding the provisions of sections 3 and 4 herein, there shall be a cap placed upon the maximum salary

of Bridge Attendants of \$ 18,000.00 and upon the maximum salary of Bridge Operators of \$ 22,000.00.

Section 6. Starting salary for Bridge Attendants shall be \$ 12,000.00. The starting salary for Bridge Operators shall be \$ 15,000.00.

Section 7. It is understood that those Bridge Attendants that are promoted to Bridge Operator shall receive a minimum of five (5%) percent increase in addition to their base salary for Bridge Attendant or the minimum of the higher level range, whichever is greater.

Section 8. If it is necessary that an attendant be assigned as an operator or that an operator be assigned as a Chief Operator, additional compensation for performing the higher function shall be allowed to permanent (not temporary or emergency employees) Bridge employees as follows: if an employee is assigned to duties of a higher level for a period of three (3) or more non-consecutive days in any two (2) week period, said period commencing on Saturday and ending on the following Friday of the second week, that employee shall receive for such services the additional compensation equal to five (5%) of his/her base salary for the period in question or compensation equivalent to the minimum payment for the classification for the higher position, whichever compensation is higher.

ARTICLE 11

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. A clothing maintenance allowance of four hundred (\$400.00) dollars per annum in 1990 and 1991 will be provided to compensate employees for wear and tear on clothing; and this amount shall be increased to four hundred and twenty-five (\$425.00) in 1992.

Section 2. The clothing maintenance allowance shall be paid out on a bi-annual basis with the first paycheck in April and October, but shall be paid by separate check. This amount shall be prorated for new hires.

Section 3. Employees shall be provided with raincoats for use on duty.

ARTICLE 12

MEDICAL COVERAGE

Section 1. Medical/surgical and major medical insurance shall be provided by the County's self-insurance plan to be administered by the Rasmussen Agency.

Section 2. The Employer shall continue to maintain the current perscription drug insurance program.

Section 3. If the County of Monmouth grants to its employees generally any additional health and welfare benefits or generally provides expanded coverage, including dental or eye care, then such benefits will be made available to all employees in the bargaining unit.

ARTICLE 13

VACATIONS

Section 1. The following vacation time will be provided:

New employees: One (1) working day for each month worked.

Twelve (12) working days per year after the first calendar year of employment, up to and including five (5) years of service.

Fifteen (15) working days per year beyond five (5) years, up to and including twelve (12) years.

Twenty (20) working days per year beyond thirteen (13) years, up to and including nineteen (19) years.

After twenty (20) years of employment, twenty-five (25) working days per year.

Section 2. For purposes of convenience, it is agreed that an employee who is employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave; an employee with six (6) months or less service during his first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

ARTICLE 14

SICK LEAVE

Section 1. Sick leave shall be defined as absence from post of duty of an employee because of illness, accident or exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

Section 2. Eligible full-time employees shall earn sick leave according to the following schedule:

(1) One (1) day per month working during the first calendar year of employment; and

(2) One and one-quarter (1-1/4) days per month working during each year thereafter.

(3) Sick leave can be taken in less than full periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half (1/2) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.

Section 3. Amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 4. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified

promptly and not less than one-half (1/2) hour before the employee's usual or scheduled reporting time. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action. Calls concerning absences must be repeated daily.

The Employer may require proof of illness of an employee on sick leave, however, an employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which case only (1) certificate is necessary for a period of six (6) months.

Section 5. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective day of his retirement.

The amount of the supplemental compensation payment shall be computed at the rate of one-half of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date

of his retirement, provided however, that no lump sum supplemental compensation payment shall exceed \$12,000.

ARTICLE 15

HOLIDAYS

Section 1. The following days are recognized paid holidays:

New Year's Day	Fourth of July
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day.

Section 2. Employees working on the above listed holidays shall be compensated at the rate of time and one-half for that day and will receive a compensatory day off consistent with past practice of employee seniority selection, subject to the approval of the Chief Bridge Operator and Bridge supervisor. Compensatory days off should be used within the year earned.

Section 3. Any other holidays or emergency days granted to County employees as a holiday shall be provided for by the employee continuing to work as scheduled, at regular wages, but to receive a compensatory day to be scheduled by the Supervisor.

ARTICLE 16
BEREAVEMENT LEAVE

Section 1. Employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in their immediate family. Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, or any relative who had permanently resided in such employee's household.

Section 2. An employee shall submit verification upon request.

ARTICLE 17
COURT APPEARANCE

Section 1. Employees required to appear in court outside of their scheduled working hours shall be compensated for that time if the court appearance is required in connection with bridge work only. No compensation will be paid if the employee is a party in the proceeding.

Section 2. Jury Duty - An employee shall be granted necessary time off without loss of pay when he or she is summoned and performs jury duty as prescribed by applicable law and Civil Service rules. If an employee receives compensation for jury duty service, that compensation shall be turned over to the County by the employee in exchange for the employee's regular rate of pay.

ARTICLE 18
HEALTH AND SAFETY

The County and the Union shall each designate two (2) safety committee members. It shall be their joint responsibility to investigate safety and health conditions. The committee shall meet quarterly to review conditions in general and to make recommendation to either or both parties when appropriate. The Safety Committee members representing the Union shall be permitted a reasonable opportunity to visit work locations where employees covered by this Agreement perform their duties for purpose of investigating safety and health conditions during working hours.

ARTICLE 19

SEVERABILITY AND SAVINGS

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20
COMPLETE AGREEMENT

Section 1. This Agreement is the entire agreement of the parties, terminating all prior agreements and practices and concluding all collective bargaining during the term of the Agreement; except, however, that the present practices as to such items of employment as holidays, sick leave, insurance and terminal sick leave payment, are hereby agreed to be continued.

Section 2. The Union specifically waives the right to bargain with respect to any subject or matter referred to or covered in the Agreement, or to any subject or matter not specifically referred to or covered in this Agreement, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE 21

EXTENT AND DURATION OF AGREEMENT

This Agreement shall be effective January 1, 1990 and shall continue in full force until December 31, 1992 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals a Freehold, Monmouth County, New Jersey, this 11th day of October, 1990:

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

BY:

Paul Bernard

BY:

Harry Larrison, Jr.
HARRY LARRISON, JR.

APPENDIX A-1990

HIRE	TITLE	LAST NAME	adjust	SALARY	SALARY	SALARY
			1990			
69	BRG OPER	ALLAM		\$21,000.00	\$22,000.00	\$22,000.00
76	BRG OPER	IRD		\$19,101.20	\$20,247.27	\$21,259.64
79	BRG OPER	ONES		\$16,854.00	\$17,865.24	\$18,758.50
79	BRG OPER	AGODA		\$16,854.00	\$17,865.24	\$18,758.50
80	BRG OPER	ANDERS		\$16,292.20	\$17,269.73	\$18,133.22
81	BRG OPER	ARLOW		\$15,750.00	\$16,695.00	\$17,529.75
81	BRG OPER	EIGER III		\$15,750.00	\$16,695.00	\$17,529.75
82	BRG OPER	LLEN		\$15,500.00	\$16,430.00	\$17,251.50
82	BRG OPER	ABKOWSKI		\$15,500.00	\$16,430.00	\$17,251.50
82	BRG OPER	UINTON		\$15,500.00	\$16,430.00	\$17,251.50
82	BRG OPER	AIZZA		\$15,500.00	\$16,430.00	\$17,251.50
82	BRG OPER	ISPENSIERE		\$15,500.00	\$16,430.00	\$17,251.50
84	BRG OPER	ONNELLY JR		\$15,250.00	\$16,165.00	\$16,973.25
84	BRG OPER	AYTOK		\$15,250.00	\$16,165.00	\$16,973.25
84	BRG OPER	MBROSE		\$15,250.00	\$16,165.00	\$16,973.25
77	BRG ATTD	OWNES		\$16,854.00	\$17,865.24	\$18,000.00
86	BRG ATTD	AILEY		\$12,750.00	\$13,515.00	\$14,190.75
86	BRG ATTD	UBIEL		\$12,750.00	\$13,515.00	\$14,190.75
87	BRG ATTD	RADY		\$12,500.00	\$13,250.00	\$13,912.50
88	BRG ATTD	ILTON		\$12,250.00	\$12,985.00	\$13,634.25
88	BRG ATTD	C COOEY		\$12,250.00	\$12,985.00	\$13,634.25
88	BRG ATTD	LESCIA		\$12,250.00	\$12,985.00	\$13,634.25
88	BRG ATTD	ARSH		\$12,250.00	\$12,985.00	\$13,634.25
89	BRG ATTD	C DAVITT JR		\$12,000.00	\$12,720.00	\$13,356.00
89	BRG ATTD	AGUIRE		\$12,000.00	\$12,720.00	\$13,356.00
89	BRG ATTD	OGGIANO		\$12,000.00	\$12,720.00	\$13,356.00