

AGREEMENT

BETWEEN

**THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

-and-

**CWA LOCAL 1075**

[RECLAMATION UNIT]

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January 1, 2015 through December 31, 2017

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**TABLE OF CONTENTS**

Preamble .....1

Article 1  
Recognition .....2

Article 2  
Union Security .....3

Article 3  
Shop Steward .....4

Article 4  
Management Rights .....6

Article 5  
Grievance Procedure .....7

Article 6  
Salary .....9

Article 7  
Seniority .....12

Article 8  
Hours of Work & Overtime .....14

Article 9  
Out of Title Pay .....16

Article 10  
Uniforms .....17

Article 11  
Holidays .....18

Article 12  
Vacations .....20

Article 13  
Leaves .....22

Article 14  
Bulletin Board .....25

Article 15	
Health Benefits.....	26
Article 16	
Separation, Discharge and Discipline .....	29
Article 17	
Veterans and Volunteer Rights and Benefits .....	30
Article 18	
Committees .....	31
Article 19	
General.....	32
Article 20	
Full Bargain Provision.....	33
Article 21	
Duration .....	34

**APPENDICIES**

- Appendix A: Memorandums of Agreement 2011-2012, 2013-2014, and 2014-2017
- Appendix B: Settlement Agreement AR-2017-003
- Appendix C: Consent Award AR-2005-307
- Appendix D: Settlement Agreement AR-2012-636
- Appendix E: Resolution #94-267
- Appendix F: Sidebar Agreement May 30, 2007

## PREAMBLE

This Agreement ("Agreement") is by and between the Monmouth County Board of Chosen Freeholders ("Employer" or "County") and CWA Local 1075 ("Union").

The County endorses the practice and procedure of collective negotiations 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. It is the intent of this Agreement to provide, where not otherwise mandated by law, for the salary structure, fringe benefits, and conditions of employment for employees covered by this Agreement, to prevent interruptions of work, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the laws or regulations of the state of New Jersey.

**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 County employees at the Monmouth County Reclamation Center (“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:

**Assistant Supervisor, Building Services**

**Assistant Supervisor Heavy Equipment Operator**

**Compactor Truck Driver**

**Heavy Equipment Operator/Heavy Equipment Operator Sanitary Landfill**

**Laborer**

**Maintenance Repairer**

**Mechanic/Mechanic Diesel**

**Pumping Station Operator**

**Repairer Stationary Equipment**

**Security Guard**

**Truck Driver Heavy**

**Weighmaster**

**Welder**

**Section 2.** Any new title authorized for use by the Employer at the Reclamation Center may be negotiated for inclusion into the negotiations unit. In the event the Employer and the Union cannot reach agreement on a particular title, then it will remain excluded from the negotiations unit until the final resolution of the dispute by the Public Employment Relations Commission (“PERC”).

**ARTICLE 2**  
**UNION SECURITY**

**Section 1.** The Employer 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 negotiations 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 in lieu of dues.

**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 employee 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 he or she 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 eighty-five percent (85%) of the regular membership dues charged by the Union to its own members as permitted by N.J.S.A. 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 (1) Chief Steward. The Union will provide written notification to the Employer of the names of the Chief Steward and each Steward, and shall notify the Employer of any changes in designation as they occur.

**Section 2.** The Chief Steward, or a Steward in the Chief Steward's absence, shall restrict his or her activities to the handling of grievances. He or she shall be allowed a reasonable amount of time for the handling of grievances, but only to the extent it does not neglect, retard or otherwise interfere with his or her work duties or with the work duties of other employees in any manner. A Steward must ask his or her immediate supervisor for permission to investigate and adjust grievances during work hours. Such permission shall not be unreasonably withheld, consistent with the above provisions.

**Section 3.** Except for processing grievance matters and negotiating contracts, Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

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

**Section 5.** An authorized representative of the Union may have access to the Reclamation Center on application to the Superintendent, or designee. A Union representative

shall not interfere with employees or cause them to neglect their work.

**Section 6.** The Union shall hold the County harmless against any injuries or accidents that may occur to the Union's authorized representative while he or she is on County property.

**Section 7.** The Chief Steward shall receive a copy of all disciplinary notices unless otherwise requested by the affected employee. The Chief Steward should also receive prior notices of all new job titles being used at the Reclamation Center.

**Section 8.** The Union may hold bi-monthly meetings starting at 2:00 P.M., with specific meeting dates to be proposed by the Union at least two (2) weeks in advance and approved by management, with said approval not to be unreasonably denied.



**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 facility covered by this Agreement in all their various aspects.

**Section 2.** Among the rights retained by the County are its right to direct the work force; to plan, direct and control all the operations and services of the facility covered by this Agreement; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); or to change or eliminate existing methods, equipment or facilities.

**Section 3.** The exercise of any of the above-noted management rights shall not conflict with any of the express written provisions of this Agreement.

**Section 4.** The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that may be reasonably exercisable by the Employer.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 1.** A “grievance” is defined as a claim by an employee that he or she has been harmed by an 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 following procedures shall be the sole means of obtaining adjustment of a 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, a Steward, and the employee’s immediate supervisor. The immediate supervisor shall give an oral or written decision on the grievance within five (5) working days thereafter.

**STEP 2.** If the grievance is not resolved at Step 1, it shall be reduced to writing within five (5) working days thereafter. The grievance must state the specific provision of the Agreement brought into question and shall be served by the Chief Steward upon the Superintendent. Within five (5) working days thereafter, the grievance shall be discussed between the Superintendent 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 grievance is not resolved at Step 2, the Union shall notify the Director of the Department of Public Works and Engineering (“Director”), 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.

**STEP 4.** In the event the grievance is not resolved at Step 3, then the employee may proceed through the New Jersey Civil Service Commission (“Civil Service Commission”), for suspensions over five (5) days [major discipline] or for other actions within its jurisdiction. In the event of discipline imposed upon the employee that is not within the Civil Service Commission’s jurisdiction, such as a suspension of five (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 Civil Service Commission, the Union may request arbitration under this Step. If arbitration is selected, then within ten (10) working days of the decision at

Step 3, the grieving party may request PERC to aid the selection of an Arbitrator pursuant to its rules and regulations.

**Section 4.** Any grievance the County may have against the Union shall be reduced to writing and submitted to the Chief Steward, who will promptly arrange a meeting with the Director. 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.

**Section 5.** The arbitrator shall have the power to hear and determine the dispute and issue a final and binding decision, but shall have no authority to change, modify, alter, substitute, add to, or subtract from any of the provisions of this Agreement.

**Section 6.** 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 7.** 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.** There shall be a 2.75% increase in base pay for all employees in the negotiations unit effective January 1, 2015.

**Section 2.** There shall be a 2.75% increase in base pay for all employees in the negotiations unit effective January 1, 2016.

**Section 3.** There shall be a 2.75% increase in base pay for all employees in the negotiations unit effective January 1, 2017.

**Section 4.** Additionally, in recognition of the unique and specialized duties of the members of this negotiations unit, which require employees to at times perform their work in extremely challenging conditions, there shall be an additional increase of \$500 in base pay to each negotiations unit member on January 1 of each year of the Agreement, which shall be implemented before the annual base pay percentage increase. This annual increase shall not survive the expiration date of this Agreement.

**Section 5.** All entry-level starting salaries (but not including promotional level salaries) shall increase by \$500 per year, except for those entry-level positions that require a Commercial Driver's License (CDL). The starting salary for entry-level positions that require a CDL (inclusive of the hazardous duty pay differential) shall be increased to \$30,500 on January 1, 2015; \$30,750 on January 1, 2016 and \$31,500 on January 1, 2017. Employees in such positions who receive an increase to their salaries as a result of these increased minimums shall not also be entitled to the annual \$500 base pay increase provided for elsewhere in this Article. However, starting on January 1 following their first calendar year of employment, they shall be entitled to the annual percentage increase to base pay.

**Section 6.** Effective January 1, 2016, the County shall provide stipends to negotiations unit employees holding certain licenses and certifications as follows:

- (1) ETEP or Diesel Emissions (employees are only eligible for one stipend regardless of whether they hold more than one such certification): \$500
- (2) Freon: \$250
- (3) Pesticide Applicator: \$250
- (4) Pesticide Operator: \$250
- (5) ASE Certificate: \$150
- (6) Welding Certification: \$250

All employees shall be required to hold the appropriate licenses and/or certifications at all times in order to be eligible for any stipend. Moreover, the Employer shall have the exclusive right to determine the number of licenses and/or certifications it assigns and uses.

**Section 7.** Effective January 1, 2015, Employees assigned to the Reclamation Center, during the time of such assignment, shall receive an annual hazardous duty pay differential which shall be \$2,000.00 above their annual base salary. This annual hazardous duty pay differential shall be considered pensionable compensation, but shall not be a cumulative adjustment and as per the existing practice, shall cease immediately in the event the employee leaves the Reclamation Center for a position elsewhere in the County. [NOTE: The foregoing language is intended to formally incorporate and encompass the existing annual hazardous duty pay differential for Reclamation Center employees (except as increased herein), as it was not explicitly set forth in prior Agreements, and is not in addition to it.]. Attached hereto as an appendix, and incorporated herein, is the Settlement Agreement in AR-2017-003 reflecting the resolution of a dispute over the over the proper calculation of the hazardous duty pay differential.

**Section 8.** Employees must be on the payroll as of the date a Memorandum of Agreement (“MOA”) accepting the terms set forth in this Article was ratified by the Union’s membership to be eligible for any retroactive salary payments. Retroactive pay shall be paid

within sixty (60) days after the MOA is both ratified by the Union's membership and adopted by the Board of Chosen Freeholders.

**Section 9.** Effective January 1, 2016, the County is permitted to change the pay cycle so that an employee's annual salary will be paid in 24 semi-monthly installments.

**Section 10.** Should the Board of Chosen Freeholders turn over the operation of the Reclamation Center to a public authority over which it has effective control, the Union may re-open this Agreement.

**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 Civil Service Commission 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 the ability to perform to work required is equal, as determined by the Superintendent.

**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 set forth in Article 5 of this Agreement and must instead utilize the Civil Service Commission's procedures to appeal the discharge or release.

**Section 4.** The Employer will post notices of job vacancies and newly created positions for 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 such vacancies and positions shall be subject to Civil Service Commission regulations. Each interested employee shall be interviewed by the Superintendent or designee, and if not selected to fill the vacancy or position will be given the reason for that decision.

**Section 5.** If a reduction of force becomes necessary, it shall take place in accordance with Civil Service Commission regulations.

**Section 6.** The County shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall provide it to the Union upon reasonable request. If such a roster is provided, the Union shall have forty-five (45) days thereafter to notify the

Employer, in writing, of any objections to its accuracy. In the absence of any such objections, the roster shall be deemed accurate for all purposes under this Agreement.



**ARTICLE 8**  
**HOURS OF WORK AND OVERTIME**

**Section 1.** The normal work week shall consist of forty (40) hours or five (5) consecutive eight (8) hour days. 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. Employees shall be provided a fifteen (15) minute clean up time after all shifts as described above.

**Section 2.** All employees shall receive time and one half (1 and ½) 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. Sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act (i.e., an employee will not receive any overtime compensation (time and one-half or double time) until he or she has worked forty (40) hours in a given week, excluding sick leave).

Employees who are non 24-7 and work a Monday to Friday schedule will receive time and one-half (1 and ½) pay for work performed on a Saturday or a Sunday. Employees who are non 24-7 and work a Tuesday to Saturday schedule will receive time and one-half (1 and ½) pay for work performed on a Sunday or on a Monday. The settlement agreement in AR-2005-307, attached hereto as an appendix and incorporated herein, is subject to the sick leave exclusion.

All 24-7 employees shall be compensated at one and one-half (1 and ½) times the regular hourly rate of pay for work performed on Saturdays (or sixth day of work) or 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 this 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 recognizes 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 Saturdays, Sundays (or sixth or seventh day of work) and holidays by 12:00 P.M. two (2) days preceding the work.

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

**Section 6.** For 2015, 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. Effective January 1, 2016, the employee shall be entitled to a minimum of three (3) hours pay at the overtime rate. For the entirety of the Agreement, the employee shall be entitled to a minimum of four (4) hours pay at the overtime rate for Saturday or Sunday (sixth or seventh day of work).

**Section 7.** Employees shall be granted no more than a fifteen (15) minute break in the morning and no more than a fifteen (15) minute break in the afternoon without loss of pay. The scheduling of all breaks and meals during overtime shall be the responsibility of the Superintendent or designee. The County will provide employees with sanitary wipes or gel at the worksite for use during breaks.

**Section 8.** 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 his or her immediate supervisor to perform the functions of a higher position shall receive additional compensation equal to six percent (6%) of base pay or the minimum rate for the higher classified position, whichever is higher. This additional compensation shall be paid provided the employee assumes these duties and performs for a period of five (5) days within a year. Once an employee works the five (5) days within a calendar year the employee will receive compensation at the higher rate for the total hours worked.

**Section 2.** The parties acknowledge that the past practice of supervisors and assistant supervisors doing unit work on an as-needed basis can continue without change, provided, however, that it is subject to the terms of the consent award in AR-2012-636, attached hereto as an appendix and incorporated herein.

## **ARTICLE 10** **UNIFORMS**

**Section 1.** Each year, the County will provide each employee with five (5) short sleeve shirts and five (5) long sleeve shirts with the County logo. Should an employee damage these shirts, it is his or her responsibility to replace them. In addition, the County will provide each employee with two (2) pairs of OSHA-compliant footwear per year. It is the employee's sole responsibility to purchase any other necessary clothing and to maintain that clothing while employed by the County. The County additionally will provide security officers with five (5) long sleeve shirts, five (5) short sleeve shirts and five (5) pairs of pants. Starting no later than January 1, 2017, in lieu of the foregoing, the County will provide employees with full uniforms and a uniform maintenance service, with exact provisions and start date to be determined by management following consultation with the Union.

**Section 2. Dress Code.** All County employees are representatives of the County and the Board of Chosen Freeholders. As such, all clothing shall be clean and presentable when an employee reports for work. If extremely dirty or oily work is anticipated, appropriate coveralls or protective clothing shall be worn. All jackets and outerwear must be appropriate for the workplace. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated. County-issued clothing is to be worn at all times. Footwear issued by the County shall be OSHA-approved and worn during work hours. Other safety equipment, such as hard hats, Tyvek suits, raingear, and so forth will be supplied by the County through individual unit supervisors or management. At such time as the County begins to provide employees with full uniforms and a uniform maintenance service pursuant to Section 1, above, employees will be required to follow any additional dress code requirements to be determined by management following consultation with the Union.

**ARTICLE 11**  
**HOLIDAYS**

**Section 1.** The Reclamation Center shall be closed on New Year's Day, Thanksgiving Day and Christmas Day. For the other ten (10) paid holidays recognized by the County, during which the Reclamation Center is open, the procedure shall be as follows:

The County shall first attempt to fill needed positions on a volunteer basis by seniority. A posting seeking volunteers shall be made at least fourteen (14) calendar days prior to the holiday in question. If there are more volunteers than there are positions available assignments shall be made by seniority, except that those employees who are not selected shall be given the first opportunity to work the next available holiday.

If there are not sufficient volunteers to fill a holiday shift, then the County may require an employee to work the holiday based upon a reverse seniority basis. Notification that an employee will be required to work a holiday shall be made at least seven (7) calendar days prior to the holiday in question except in case of necessity. An employee who is required or volunteers to work on a holiday may opt out if the County has been given prior notice of same at least two (2) calendar days beforehand provided the County is able to find a qualified substitute volunteer, or up to one (1) calendar day beforehand if management agrees in its sole discretion. After an employee is required to work on a holiday he or she shall not be required to work another holiday until all other employees in the negotiations unit have been required to do so. Holiday pay shall be paid at time and one half (1 and ½) for all hours worked.

The other ten (10) paid holidays recognized by the County are Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day and the Day after Thanksgiving.

The provisions of this Section shall not apply to those days on which other County

employees are released 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 the holiday. If a holiday falls on a Sunday, it will be celebrated and compensated accordingly on the Monday following the holiday.

**Section 4.** Employees shall also be entitled to one (1) floating holiday, which shall not carry over from year-to-year. During the first year of employment floating holiday time shall be pro-rated. Employees must seek and receive prior approval from the Superintendent to utilize the floating holiday, which shall not be unreasonably denied.

**Section 5.** If a holiday falls within an employee's vacation period, the employee shall receive an additional day of vacation to be scheduled at the Employer's discretion.

**Section 6.** On days when all County offices are closed because of weather or other emergency, the following wage rates shall apply during the duration of the closure:

- (a) If all County offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any negotiations unit employee working during the closure will receive one and one-half times (1 and ½) his or her regular wage for all hours actually worked throughout the full shift, in addition to the straight time paid for the closure.
- (b) If all County offices are closed after 9:00 a.m. or for less than a full day, each negotiations unit employee working during the closure will be paid one and one-half times (1 and ½) his or her 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 will grant employees paid vacation leave 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 (1) 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 (1 and  $\frac{1}{4}$ ) 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 (1 and  $\frac{2}{3}$ ) 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 (2 and  $\frac{1}{12}$ ) days per month.

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

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

**Section 4.** Vacations shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup> inclusive.

**Section 5.** Vacation schedules will be posted on January 2<sup>nd</sup> of each year so employees can schedule their vacations according to seniority. Vacation selections must be completed by January 31<sup>st</sup>. Thereafter, vacations will be approved on a first-come, first-serve basis.

**Section 6.** Vacations shall be taken in five (5) day increments except as otherwise agreed upon with the Employer. Vacation time may be changed to two (2) hour minimum increments with at least forty-eight (48) hours advance notice, subject to Employer approval.



**ARTICLE 13**  
**LEAVES**

**Section 1. Sick Leave.** Sick leave is defined as an employee's absence from his or her post of duty because of illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the employee's immediate family requiring the employee's constant care. 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 and ¼) days per month worked during each year thereafter.

Unused sick leave will accumulate from year to year.

The Employer may require proof of illness, accident, exposure to contagious disease or attendance upon a seriously ill member of the employee's immediate family. Any proof of illness shall be fully descriptive of the condition that 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.

For 2015, the Employer shall continue its program of providing one (1) day of compensatory time off if an employee uses two (2) or fewer sick days in the preceding year. Effective January 1, 2016, if any full-time employee uses no sick time in any given calendar year, that employee will receive one (1) additional personal day in the following calendar year. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for calculating eligibility for this benefit.

**Section 2. Personal Days.** An employee is entitled to three (3) days leave per year for the transaction of personal business upon prior written notice and approval of the Employer. Such leave does not accumulate from year to year. Approval of personal leave shall not be

unreasonably withheld, however, such days may be withheld on the day before or the day following any paid holiday or vacation day, except in extenuating circumstances.

**Section 3. Bereavement Days.** Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, domestic or civil union partner, sibling (starting January 1, 2016), child or step-child. Employees shall be granted three (3) days off with pay in the event of the death of a parent-in-law, sibling (for 2015 only), grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

**Section 4. Jury Duty.** Employees shall be given time off without loss of pay when performing jury duty; when summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless it 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 of New Jersey or the President of the United States. A copy of the subpoena or order to appear must be furnished to the Employer prior to the absence.

Employees serving on jury duty shall be entitled to receive from the County their usual compensation for each day of jury service, however, any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee to the County Treasurer, as required by N.J.S.A. 2B:20-16.

**Section 5. Supplemental Compensation.** Upon the death of an employee, the County shall pay supplemental compensation to the employee's estate in the amount of one-half (½) of the employee's earned and unused accumulated sick leave, based upon the average annual

compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution.

**ARTICLE 14**  
**BULLETIN BOARD**

**Section 1.** The County will provide bulletin board space for the Union to post formal notices of meetings, elections, the names of representatives and officers of the Union, and other general matters concerning the business of the Union.

**Section 2.** All such notices shall be presented to and reviewed by the Superintendent prior to posting.

**ARTICLE 15**  
**HEALTH BENEFITS**

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall in no event be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

**Section 2.** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall in no event be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

**Section 3.** The provisions of Freeholder Resolution #94-267 shall continue to apply, and the County's traditional indemnity medical insurance program shall neither be offered nor available to employees hired on July 1, 1994 or thereafter. Freeholder Resolution #94-267 and a related sidebar agreement, dated May 30, 2007, are attached hereto as appendices to this Agreement.

**Section 4.** The County shall provide a dental allowance in the amount of \$600 per year per employee for the Union-sponsored dental plan. The Union shall provide the County with a certified list of all employees who are actually enrolled in the plan as of December 31, 2012 and agrees that any future payments by the County into the plan after that date will require proof of an employee's actual enrollment in the plan.

**Section 5.** Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly, except for those part-time employees hired by the County prior to January 1, 2016, who shall continue to receive health benefit coverage if they work, and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Temporary employees are not eligible for these benefits.

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

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

**Section 8.** The County shall provide a mandatory annual physical examination for employees in recognition of the conditions of their work. The timing and scope of the

examination shall determined by the County and Superintendent and paid for by the County. The examination will include a drug screening procedure.

**Section 9.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following:

Non-Mail Order

<b>Retail (brand)</b>	<b>\$20.00 (current \$20.00)</b>
<b>Generics</b>	<b>\$10.00 (current \$5.00)</b>

90 days Mail Order

<b>Retail (brand)</b>	<b>\$15.00 (current \$15.00)</b>
<b>Generics</b>	<b>\$5.00 (current \$0.00)</b>

**Section 10.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is set forth on pages 4-5 of the 2015-2017 MOA, and is incorporated herein.

**ARTICLE 16**  
**SEPARATION, DISCHARGE AND DISCIPLINE**

**Section 1.** An employee's separation from service may result from a voluntary resignation or if the Employer terminates the employee's services. An employee who wishes to resign from County employment shall notify the County, either verbally or in writing, at least two (2) weeks prior to the resignation's effective date in order to be recorded as having resigned in good standing. This notification should provide the date and reason for leaving County employment. The Employer may accept a resignation with less than two (2) weeks' notice, but has the discretion whether or not to record it as a resignation in good standing.

**Section 2.** When an employee resigns, or is suspended or removed from employment, the County will notify the Union unless the affected employee directs otherwise.



**ARTICLE 17**  
**VETERANS AND VOLUNTEER RIGHTS AND BENEFITS**

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

**Section 2.** A veteran shall be reinstated to his or her County employment upon application, which shall be made within ninety (90) days after honorable discharge from service. This clause shall be subject to all pertinent and applicable provisions of law.

**Section 3.** An employee in the United States military reserve who is called to active duty shall maintain his or her seniority rights and shall be entitled to pay in the amount of the difference between his or her service pay and eight (8) hours straight time pay for time lost.

**Section 4.** The Employer will grant time off from work with pay for an employee who is a member of a volunteer fire company, first aid or rescue squad that is located in the municipality where the employee is assigned to work, when that employee is called to respond to an alarm occurring in that municipality during the hours of employment.

**ARTICLE 18**  
**COMMITTEES**

**Section 1.** A joint Union and County Safety and Health Committee shall be established to review safety and health issues affecting employees within the negotiations unit. Each party shall designate up to two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall include the expected agenda.

**Section 2.** A joint Union and County Uniform Committee shall be established to review uniform issues affecting employees within the negotiations unit. Each party shall designate up to two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall include the expected agenda.

**ARTICLE 19**  
**GENERAL**

**Section 1.** The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations. No employee shall be discriminated against or transferred because of legal Union activities.

**Section 2.** If the Employer does not promote an employee from an approved list, it shall provide that employee with the reason for its decision, if requested.

**Section 3.** Any resolutions of the Board of Chosen Freeholders or other published County policies affecting the terms and conditions of employment of employees within the negotiations unit shall be provided to the Union, through its President, within seven (7) business days after the resolution is adopted or the policy is published.

**Section 4.** A CDL is required for the performance of certain job functions. All employees who are notified that they are required to utilize a CDL shall obtain this license within ninety (90) days following such notice or be subject to removal from employment. The County shall pay for the cost of this license, including any renewal cost.

**ARTICLE 20**  
**FULL BARGAIN PROVISION**

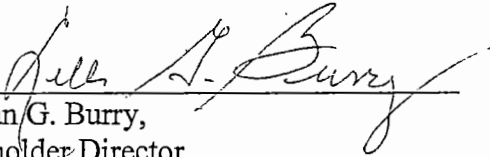
**Section 1.** This Agreement represents and incorporates the complete and final understanding of statements by the parties of all bargainable issues that are subject to and could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect 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**

This Agreement shall be effective January 1, 2015 and shall continue in force and effect until December 31, 2017. If the County should take over the MRPF (Materials Processing Facility), the Union reserves the right to reopen this Agreement in order to negotiate new titles and salaries.

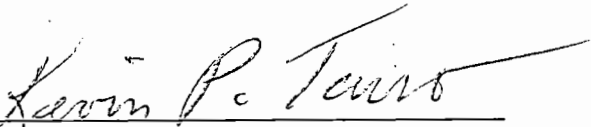
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2017.

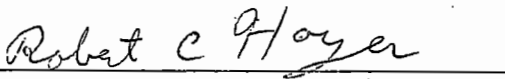
**MONMOUTH COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

  
\_\_\_\_\_  
Lillian G. Burry,  
Freeholder Director

  
\_\_\_\_\_  
Teri O'Connor,  
County Administrator

**CWA LOCAL 1075**

  
\_\_\_\_\_  
Kevin Tauro,  
President

  
\_\_\_\_\_  
Robert C. Hoyer  
CHIEFSTEWARD

# APPENDIX A

**MEMORANDUM OF AGREEMENT****THE COUNTY OF MONMOUTH,  
-AND-  
THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1075, AFL-CIO  
(RECLAMATION UNIT)**

Whereas, the County of Monmouth ("County"), and the Communication Workers of America, Local 1075, AFL-CIO ("Union"), representing certain employees at the Monmouth County Reclamation Center, have conducted collective negotiations for a successor to the existing Collective Negotiations Agreement ("Agreement") between the parties, which expired on December 31, 2014; and,

Whereas, the parties have reached a tentative agreement on all issues that were the subject of negotiations as set forth in this Memorandum of Understanding ("Memorandum"); and,

Now, therefore, the parties agree to amend the existing Agreement as follows, all such amendments to become effective as of January 1, 2015 unless stated otherwise herein:

1. **Shop Steward (Article 3):**

Add new section to provide that the Union may hold bi-monthly meetings starting at 2:00 P.M., with specific meeting dates to be proposed by the Union at least two (2) weeks in advance and approved by management, with said approval not to be unreasonably denied.

2. **Salary (Article 6):**

Revise Article in its entirety to provide as follows:

*2015: 2.75% increase to base pay for all employees in the negotiations unit effective January 1, 2015.*

*2016: 2.75% increase to base pay for all employees in the negotiations unit effective January 1, 2016.*

*2017: 2.75% increase to base pay for all employees in the negotiations unit effective January 1, 2017.*

Additionally, in recognition of the unique and specialized duties of the members of this negotiations unit, which require employees to at times perform their work in extremely challenging conditions, there shall be an additional increase of \$500 in base pay to each negotiations unit member on January 1 of each year of the Agreement, which shall be implemented before the annual base pay percentage increase. This annual increase shall not survive the expiration date of this Agreement.

Employees must be employed on the date of ratification of this Memorandum by the membership of the Union to receive any retroactive salary increases.

Retroactive pay shall be paid within sixty (60) days after this Memorandum is both ratified by the Union's membership and adopted by the Freeholder Board.

All entry-level starting salaries (but not including promotional level salaries) shall increase by \$500 per year, except for those entry-level positions that require a Commercial Driver's License (CDL). The starting salary for entry-level positions that require a CDL (inclusive of the hazardous duty pay differential) shall be increased to \$30,500 on January 1, 2015; \$30,750 on January 1, 2016 and \$31,500 on January 1, 2017. Employees in such positions who receive an increase to their salaries as a result of these increased minimums shall not also be entitled to the annual \$500 base pay increase provided for elsewhere in this Article. However, starting on January 1 following their first calendar year of employment, they shall be entitled to the annual percentage increase to base pay.

Add new section to read as follows:

Effective January 1, 2016, the County is permitted to change the pay cycle so that an employee's annual salary will be paid in 24 semi-monthly installments.

Add new section to read as follows:

Effective January 1, 2016, the County shall provide stipends to negotiations unit employees holding certain licenses and certifications as follows: (1) ETEP or Diesel Emissions (employees are only eligible for one stipend regardless of whether they hold more than one such certification): \$500; (2) Freon: \$250; (3) Pesticide Applicator: \$250; (4) Pesticide Operator: \$250; (5) ASE Certificate: \$150; (6) Welding Certification: \$250. All employees shall be required to hold the appropriate licenses and/or certifications at all times in order to be eligible for any stipend. Moreover, the employer shall have the exclusive right to determine the number of licenses and/or certifications it assigns and uses.

Add new section to read as follows:

Effective January 1, 2015, Employees assigned to the Reclamation Center, during the time of such assignment, shall receive an annual hazardous duty pay differential which shall be \$2,000.00 above their annual base salary. This annual hazardous duty pay differential shall be considered pensionable compensation, but shall not be a cumulative adjustment and as per the existing practice, shall cease immediately in the event the employee leaves the Reclamation Center for a position elsewhere in the County.

[NOTE: The foregoing language is intended to formally incorporate and encompass the existing annual hazardous duty pay differential for Reclamation Center employees (except as increased by this Memorandum), as it was not explicitly set forth in prior Agreements, and is not in addition to it.]

3. Hours of Work and Overtime (Article 8):

Amend Section 6 to provide that effective January 1, 2016, if in the event an employee is called back to work after the completion of a normal work shift, he or she shall be entitled to a minimum of three (3) hours pay at the overtime rate.



The four (4) hour minimum for call backs on Saturday or Sunday shall remain unchanged.

4. **Uniforms (Article 10):**

Amend Section 1 to provide that the County will provide employees with full uniforms and a uniform maintenance service, with exact provisions and start date to be determined by management following consultation with the Union, and implemented no later than January 1, 2017.

5. **Leaves (Article 13):**

Amend Section 1 to provide that effective January 1, 2016, if any full-time employee uses no sick time in any given calendar year, that employee will receive one (1) additional personal day in the following calendar year. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for calculating eligibility for this benefit.

Amend Section 4 to provide that effective January 1, 2016, bereavement leave for the death of a sibling will be expanded from three (3) days to five (5) days.

6. **Health Benefits (Article 15):**

Amend Section 5 to provide that part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly (increased from 20 hours weekly), except for those part-time employees hired by the County prior to January 1, 2016, who shall continue to receive health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Temporary employees will remain ineligible for these benefits.

The parties further agree to the health care and pharmaceutical plan changes attached hereto as Attachment A and to incorporate same into the new Agreement.

7. **Duration of the Agreement (Article 21):**

This Agreement shall have a term from January 1, 2015 through December 31, 2017.

8. **Continuation:** Except as modified by this Memorandum and for housekeeping matters, all provisions of the existing collective negotiations agreement shall continue in full force and effect.

9. **Housekeeping:** The parties agree to meet and confer as soon as practicable regarding housekeeping changes and clarifications to the existing Agreement.

10. **Ratification:** This Memorandum is subject to ratification by the appropriate representatives of the County of Monmouth, through the Monmouth County Board of Chosen Freeholders, as well as the membership of the Union. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.

## ATTACHMENT A – HEALTH CARE AGREEMENT

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Union agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2016 so long as no such changes are implemented for Union employees until such time as they are simultaneously implemented for the County's non-represented employees;

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

### HEALTH CARE PLAN MODIFICATIONS

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.
2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.

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

#### PHARMACY PLAN MODIFICATIONS

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

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

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

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

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

For the Union:

Kevin P. Tauris

Robert C. Hoyer

Phil F. Hill

Shelby

Henry T. Hoyer III

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the County of Monmouth:

Allen Stern Kleiman  
Special County Counsel

Dated: 1-15, 2015 ~~2015~~ 2016

Dated: 1/19, 2016

**MEMORANDUM OF AGREEMENT**

**THE COUNTY OF MONMOUTH  
-AND-  
CWA LOCAL 1075  
(Reclamation Unit)**

**Whereas**, the County of Monmouth ("County"), and CWA Local 1075 ("Union"), on behalf of the Reclamation Unit, have conducted collective negotiations for a successor to the existing Collective Negotiations Agreement ("Agreement") between the parties, which expired on December 31, 2012; and,

**Whereas**, the parties have reached a tentative agreement on all issues which were the subject of negotiations as set forth in this Memorandum of Understanding ("Memorandum"); and,

**Now, therefore**, the parties agree to amend the existing Agreement as follows, all such amendments to become effective as of January 1, 2013 unless stated otherwise herein:

**1. Salary (Article 6):**

For 2013, all employees shall receive a 2.00% salary increase from 2012 base pay, or a flat increase of \$500.00, whichever is greater, effective and retroactive to January 1, 2013.

For 2014, all employees shall receive a 2.00% salary increase from 2013 base pay, or a flat increase of \$500.00, whichever is greater, effective and retroactive to January 1, 2014.

Employees must be on the payroll as of the date this Memorandum is ratified by the Union's membership to be eligible for any retroactive salary payments. Retroactive pay shall be paid within sixty (60) days after this Agreement is both ratified by the Union's membership and adopted by the Board of Chosen Freeholders.

For 2013 and 2014 the starting/minimum salaries for all titles (including promotional titles) shall be increased by \$500.00 per year.

Employees who were hired in 2013 shall be entitled to retroactive starting salary increases for 2013. For example, a Laborer hired on July 1, 2013 at the old (2012) starting salary of \$27,000 (inclusive of hazardous duty pay) shall have his or her starting salary retroactively increased to \$27,500, but shall not also be entitled to the general 2% salary increase for 2013. The employee will, however, receive the general 2% salary increase implemented on January 1, 2014.

Employees who were hired in 2014 shall be entitled to retroactive starting salary increases for 2014. For example, a Laborer hired on July 1, 2014 at the old (2012) starting salary of \$27,000 (inclusive of hazardous duty pay) shall have his or her starting

salary retroactively increased to \$28,000, but shall not also be entitled to the general 2% salary increase for 2014.

The Union acknowledges that in 2015 there are presently scheduled to be 27 pay days, rather than the normal 26 pay days, and that the final anticipated pay date in 2015 is Thursday, December 31, 2015. The Union further acknowledges that when the normal Friday pay date is a banking holiday, such as on Friday, January 1, 2016, the County generally moves the pay date forward to the prior day. However, the Union agrees that it will not challenge or contest in any way the County's decision not to move the Friday, January 1, 2016 pay date forward to December 31, 2015, and acknowledges and agrees that its employees will therefore receive their pay on the first banking day after January 1, 2016, which is Monday, January 4, 2016. Employees will therefore receive 26 pay checks in calendar year 2015, with pay calculated in accordance with normal practice for this negotiations unit.

The parties will continue negotiations regarding the impact of and potential solutions to the "27<sup>th</sup> pay" issue, as it will now arise in 2016.

**2. Duration (Article 22):**

This Agreement shall have a term from January 1, 2013 through December 31, 2014.

**3. Continuation:**

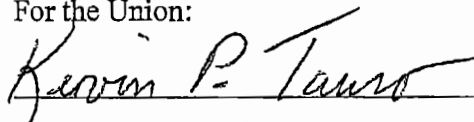
Except as modified by this Memorandum, all provisions of the existing Collective Negotiations Agreement shall continue in full force and effect.

**4. Ratification:**

This Memorandum is subject to ratification by the appropriate representatives of the County of Monmouth, through the Monmouth County Board of Chosen Freeholders, as well as the membership of CWA Local 1075. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.

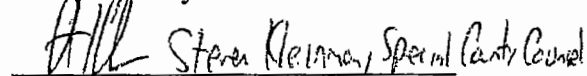
**In Witness Whereof**, the parties have executed this Memorandum of Understanding by their duly authorized officers.

For the Union:



Dated: 10-30, 2014

For the County of Monmouth:



Dated: 10/30, 2014

**MEMORANDUM OF AGREEMENT**

**THE COUNTY OF MONMOUTH**

**-AND-**

**CWA LOCAL 1038**

**(Reclamation Unit)**

---

**Whereas**, the County of Monmouth ("County"), and CWA Local 1038 ("Union"), on behalf of the Reclamation Unit, have conducted collective negotiations for a successor to the existing Collective Negotiations Agreement ("Agreement") between the parties, which expired on December 31, 2010; and,

**Whereas**, the parties have reached a tentative agreement on all issues which were the subject of negotiations as set forth in this Memorandum of Understanding ("Memorandum"); and,

**Now, therefore**, the parties agree to amend the existing Agreement as follows, all such amendments to become effective as of January 1, 2011 unless stated otherwise herein:

- 1. Grievance Procedure (Article 5):** Revise Step 2 to provide it will be heard by the Superintendent of Reclamation, rather than the Assistant Superintendent of Reclamation. Revise Step 3 to provide it will be heard by the Director of the Department of Public Works and Engineering, rather than the Superintendent of Reclamation.
- 2. Salary (Article 6):** For 2011, employees shall receive a 2.00% salary increase from 2010 base pay, effective the first pay of 2011. For 2012, employees shall receive a 2.00% salary increase from 2011 base pay, effective the first pay of 2012. Employees must be on the payroll as of the date this Memorandum is ratified by the Union's membership to be eligible for any retroactive salary payments.

Immediately after the Memorandum is ratified by both parties, the County and Union agree to work in good faith to incorporate the terms adopted in the memorandum of agreement into a successor Agreement, which shall be completed within 30 days after ratification. The County shall then implement the retroactive raises agreed upon by the parties. If, despite working in good faith, the parties are unable to meet the 30 day deadline, the County will implement the retroactive raises on the first feasible pay date after the 30 day deadline expires and the parties shall continue to work in good faith to complete the successor Agreement as soon as practicable.

- 3. Hours of Work and Overtime (Article 8):** Amend Section 2 to provide that employees who are non 24-7 and work a Monday to Friday schedule will receive time and one-half for work performed on a Sunday [reduced from double time]. Amend Section 2 to provide that Employees who are non 24-7 and work a Tuesday to Saturday schedule will receive time and one-half for work performed on a Monday [reduced from double time]. Amend Section 2 to provide that all 24-7 employees shall be compensated

at one and one-half times the regular hourly rate of pay for any work performed on Sundays (or seventh day of work) [reduced from twice the regular hourly rate].

4. **Holidays (Article 11):** Sections 1 and 2 of this Article shall be replaced with the terms of a sidebar agreement executed between the parties on February 16, 2012 and attached hereto. Revise Section 3 to provide employee is entitled to his/her birthday as a recognized day off, in accordance with existing contractual understanding but not clearly stated in sidebar agreement.

5. **Leaves (Article 13):** Section 4 (which is a typographical error and will be renumbered Section 3, along with other misnumbered sections) of this Article shall be amended to provide that up to five (5) days leave will also be available in the event of the death of an employee's domestic or civil union partner.

6. **Health Benefits (Article 15):** The existing Article shall be replaced with the following language, except where it is noted that a section is unchanged:

#### ARTICLE 16 HEALTH BENEFITS

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall in no event be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

**Section 2.** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall in no event be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.



**Section 3.** UNCHANGED.

**Section 4.** The County shall provide a dental allowance in the amount of \$600 per year per employee for the Union-sponsored dental plan. The Union further agrees to provide the County with a certified list of all employees who are actually enrolled in the plan as of December 31, 2012 and agrees that any future payments by the County into the plan after that date will require proof of an employee's actual enrollment in the plan.

**Section 5.** UNCHANGED.

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

**Section 7.** UNCHANGED.

**Section 8.** UNCHANGED

**Section 9.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations, or December 31, 2012, whichever comes later. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following:

Non-Mail Order

**Retail (brand)                         \$20.00 (current \$15)**

**Generics                                     \$10.00 (current \$5)**

90 days Mail Order

**Retail (brand)                         \$15.00 (current \$10)**

**Generics                                     \$5.00 (current \$0)**

7. **General (Article 19):** Replace Section 1 with the following language:

The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

No employee shall be discriminated against or transferred out because of legal union activities.

8. **Duration (Article 21):** This Agreement shall have a term from January 1, 2011 through December 31, 2012.

9. **Continuation:** Except as modified by this Memorandum, all provisions of the existing Collective Negotiations Agreement shall continue in full force and effect.

10. **Ratification:** This Memorandum is subject to ratification by the appropriate representatives of the County of Monmouth, through the Monmouth County Board of Chosen Freeholders, as well as the membership of CWA Local 1038. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.

**In Witness Whereof,** the parties have executed this Memorandum of Understanding by their duly authorized officers.

For the Union:

For the County of Monmouth:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2012

Dated: \_\_\_\_\_, 2012

Generics

\$5.00 (current \$0)

7. **General (Article 19):** Replace Section 1 with the following language:

The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

No employee shall be discriminated against or transferred out because of legal union activities.

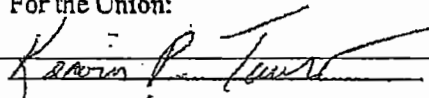
8. **Duration (Article 21):** This Agreement shall have a term from January 1, 2011 through December 31, 2012.

9. **Continuation:** Except as modified by this Memorandum, all provisions of the existing Collective Negotiations Agreement shall continue in full force and effect.

10. **Ratification:** This Memorandum is subject to ratification by the appropriate representatives of the County of Monmouth, through the Monmouth County Board of Chosen Freeholders, as well as the membership of CWA Local 1038. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.

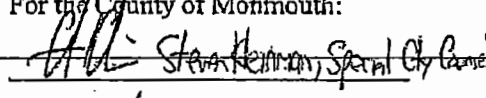
In Witness Whereof, the parties have executed this Memorandum of Understanding by their duly authorized officers.

For the Union:



Dated: Oct. 26, 2012

For the County of Monmouth:



Dated: 10/26, 2012

# **APPENDIX B**

**SETTLEMENT AGREEMENT**  
**MONMOUTH COUNTY AND CWA LOCAL 1075**  
**AR-2017-003**

The parties agree that they will resolve the issues arising under the grievance arbitration filed by CWA Local 1075 (Reclamation Unit) against the County of Monmouth ("County"), and assigned docket number AR-2017-003, as follows:

1. In order to resolve the dispute over the proper calculation of the hazardous duty pay differential arising under the Memorandum of Agreement between the parties for the term January 1, 2015 through December 31, 2017 ("2015-2017 MOA"), for those CWA 1075 Reclamation Center employees on the payroll prior to January 1, 2007, the County shall increase the base salaries for all such employees by \$500.00, effective and retroactive to January 1, 2015. The parties agree that the hazardous duty pay differential has been properly calculated for all CWA 1075 Reclamation Center employees on the payroll as of January 1, 2007 and thereafter, and they shall be entitled to no additional compensation pursuant to this Agreement, but shall be entitled to whatever compensation they are due under the 2015-2017 MOA.

2. In order to resolve the dispute over the starting salary for new hires at the Reclamation Center during the term of 2015-2017 MOA, the parties agree that CWA 1075 Reclamation Center employees hired between January 1, 2015 through January 21, 2016 shall be entitled to a salary adjustment for the calendar year that they were hired of 2.75% plus \$500 pro-rated as follows:

- Hired January 1 through March 31: \$500
- Hired April 1 through June 30: \$375
- Hired July 1 through September 30: \$250
- Hired October 1 through December 31: \$125

Employees hired after January 21, 2016 shall not be entitled to any additional salary adjustments for the calendar year of their hire, and instead will receive only the base starting salary established by the 2015-2017 MOA.

3. CWA 1075 agrees that this Agreement resolves all disputes it has with the County that is presently aware of relating to the implementation of the economic aspects of the 2015-2017 MOA.

4. Employees must be on the payroll as of December 13, 2016 to be entitled to any compensation under this Agreement.

5. Any compensation due under this Agreement will be paid on or before January 17, 2017.

6. This Agreement shall be incorporated into the 2015-2017 Collective Negotiations Agreement between CWA 1075 and the County.

7. CWA 1075 will withdraw its grievance arbitration with prejudice, however Arbitrator Perry Lehrer shall retain jurisdiction regarding any disputes over compliance with this agreement, unless the parties later mutually agree otherwise.

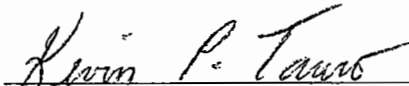
8. This agreement shall be non-precedential with respect to any other negotiations unit in Monmouth County, including any other negotiations unit represented by the Communication Workers of America.

COUNTY OF MONMOUTH

CWA LOCAL 1075



By: Steve Kleinman  
Dated: 12-13-16



By: Kevin P. Tauris  
Dated: 12-13-16

# **APPENDIX C**

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

-----x  
In the Matter of the Arbitration between

PERC Docket No.  
AR-2005-307

**MONMOUTH COUNTY BOARD OF CHOSEN  
FREEHOLDERS (RECLAMATION UNIT),**  
Public Employer,

JS Case No. 3401

and

**COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 1034, BRANCH 4,**  
Exclusive Representative,

**CONSENT  
AWARD**

Re: Grievance 04-120, Hours of Work & Overtime.

-----x  
Before **JOHN E. SANDS**, Impartial Arbitrator.

By agreement of the parties, I issue the following

**CONSENT AWARD**

On May 3, 2005, the parties submitted the following issues to  
arbitration by me:

- A. Is the union's Grievance No. 04-120 procedurally arbitrable?
- B. Did the County violate Article 8 ("Hours of Work & Overtime") of the parties' collective bargaining agreement by failing to pay double time to Tuesday-to-Saturday, non-24-7 employees who worked overtime on a Monday without having worked overtime on the preceding Sunday?
- C. If so, what shall be the remedy?

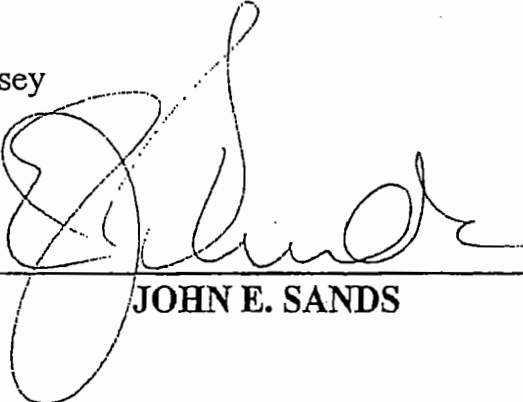
Based on the issue as defined above, the parties were able to reach the following



voluntary agreement, which they authorized me to issue as this Consent Award:

1. The issues of this case are settled and resolved finally and with prejudice according to the following terms.
2. Employees who are non-24-7 and who work a Monday-to-Friday schedule will receive time-and-one-half for work performed on a Saturday and double time for work performed on a Sunday.
3. Employees who are non-24-7 and who work a Tuesday-to-Saturday schedule will receive time-and-one-half for work performed on a Sunday and double time for work performed on a Monday.
4. This Consent Award shall be implemented retroactively to May 1, 2004.

Dated: May 3, 2005  
West Orange, New Jersey



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**JOHN E. SANDS**

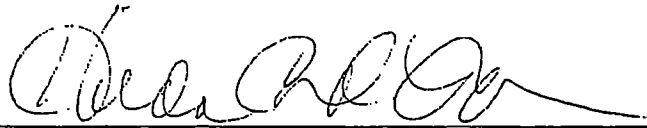
ACKNOWLEDGMENT

STATE OF NEW JERSEY)

>ss.:

COUNTY OF ESSEX )

On May 3, 2005, JOHN E. SANDS, whom I know, came before me and acknowledged that he had executed the foregoing as and for his Opinion and Award in the above-captioned matter.



Hilda M. Cortes-Rivera

A Notary Public of New Jersey

My Commission expires October 10, 2008

# APPENDIX D

**SETTLEMENT AGREEMENT**  
**MONMOUTH COUNTY AND CWA LOCAL 1075**  
**AR-2012-636**

The parties agree that they will resolve the issues arising under the grievance arbitration filed by CWA Local 1075 against Monmouth County, and assigned docket number AR-2012-636, as follows:

1. As of September 1, 2013, the position of Assistant Supervisor, Building Services shall be included in the recognition clause of the collective negotiations agreement between the County of Monmouth and CWA Local 1075 and employees in that title on that date shall become members of the negotiations unit.

2. The parties have agreed that Article 9 of the collective negotiations agreement, concerning supervisors performing negotiations unit work, will be applied as follows:

- a. It should continue to be utilized only in connection with past practice "as needed" where there is a shortage of negotiations unit members to perform necessary work, such as because negotiations unit members are taking vacation or personal leave, or are absent because they are using sick leave for a non-work related condition. However, except as set forth herein, no supervisor will work more than fifteen (15) hours in a five-day week or eighteen (18) hours in a six-day week pursuant to the "as needed" clause.
- b. A supervisor is to work more than the hours set forth in paragraph 2a only if there are extenuating and unusual circumstances. Examples of such circumstances include when the facility would be otherwise unable to complete necessary or time-sensitive work because negotiations unit members are on long-term worker's compensation leave, or there is a state of emergency or other crisis or safety-sensitive situation. In any instance where the County invokes the "extenuating and unusual circumstances" clause, the County will promptly notify the Union of the basis for same.
- c. Whenever the County assigns a supervisor to perform negotiations unit work for hours above those set forth in paragraph 2a, the parties agree that there must be a showing of extenuating and unusual circumstances and


not simply a shortage of negotiations unit members to perform necessary work due to ordinary and expected workplace events such as the use of vacation, sick and personal leave time, and so forth.

- d. For all negotiations unit work performed by a supervisor pursuant to this agreement, the employer will submit to the Union, through its Chief Steward or other designee, a bi-weekly summary of the work performed and the names of the supervisors performing such work.
- e. The County will make a reasonable effort to limit the use of supervisors to perform negotiations unit work, and will first seek to schedule negotiations unit members before it utilizes supervisors to perform negotiations unit work.

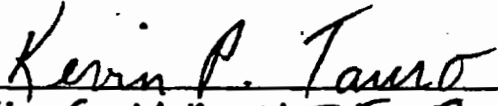
3. CWA 1075 will withdraw its grievance arbitration with prejudice, however Arbitrator Robert E. Light shall retain jurisdiction regarding any disputes over compliance with this agreement, unless the parties later mutually agree otherwise.

4. This agreement shall be non-precedential with respect to any other negotiations unit in Monmouth County, including any other negotiations unit represented by the Communication Workers of America.

COUNTY OF MONMOUTH

  
By: Steven Kleinman, Special Const Council  
Dated: 1/20/16

CWA LOCAL 1075

  
By: C.W.A. 1075 Pres.  
Dated: 1-20-16  
Kevin P. Tauro

# **APPENDIX E**

RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S  
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR  
RETIREES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE  
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH  
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION  
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY  
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder HANDLIN offered the following  
resolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P2

→ BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3

→ BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between



the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder STOPPIELLO and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HERESY 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 APRIL 14 1994

*Richard Larrison*

CLERK

# APPENDIX F

**SIDEBAR AGREEMENT  
 BETWEEN  
 MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS  
 AND  
 COMMUNICATIONS WORKERS OF AMERICA  
 AFL-CIO LOCAL 1034, BRANCH 4  
 (MONMOUTH COUNTY RECLAMATION CENTER)**

WHEREAS, the County of Monmouth ("County") adopted Resolution No. 94-267 ("Resolution"), in 1994; and

WHEREAS, said Resolution set forth, among other things, that any employee hired after July 1, 1994 would not receive retiree health benefits; and

WHEREAS, subsequent to the passage of said Resolution the County hired four (4) non-bargaining unit employees and provided them with retiree health benefits; and

WHEREAS, said Resolution remains in full force and effect; and

WHEREAS, to facilitate good labor relations;

IT IS HEREBY AGREED as follows:

1. Should the County grant any other County bargaining unit with retirement health benefits in the future, it agrees to reopen contractual negotiations with the Union as to any and all of its bargaining units upon written notice from the Union;
2. The County agrees that should it grant any non-bargaining unit employee with retirement health benefits it will notify the Union that it has granted a non-bargaining unit employee retirement health benefits within ten (10) business days; and
3. It is expressly agreed and understood that the County does not have to provide the Union with any notice of any employee who obtains retirement medical benefits as a result of an intergovernmental transfer in accordance with New Jersey State Law and Regulations (i.e., N.J.S.A. 11A:2-28 and N.J.A.C. 4A:4-7.1A).

BY: *[Signature]*  
 COUNTY OF MONMOUTH  
 5/25/07

BY: *[Signature]*  
 CWA LOCAL 1034  
 (RECLAMATION UNIT) 5-30-07

BY: *[Signature]*  
 Robert C. Hoyer

BY: *[Signature]*