

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

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

[BLUE COLLAR UNIT]

January 1, 2007 through December 31, 2010

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This Agreement is by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter called the Employer or the County] and the Communication Workers of America, AFL-CIO Local 1034, Branch 4 [hereinafter called the Union]:

PREAMBLE

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

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

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

ARTICLE 1

RECOGNITION

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

HIGHWAY

Body Fender Mechanic	Mechanic
Equipment Operator	Mechanic/Diesel
Security Guard	Mechanic Helper
Heavy Equipment Operator	Truck Driver
Laborer	Storekeeper Auto
Stock Handler	Truck Driver, Heavy

PUBLIC BUILDINGS AND GROUNDS

Building Maintenance Worker	Plumber
Plumber Helper	Electrician Helper
Carpenter	Painter
Electrician	Security Guard
Groundskeeper	Locksmith
Maintenance Repairer	Mason
Boiler Operator	Building Service Worker

TRAFFIC SAFETY/ENGINEERING

Electrician	Traffic Signal Repairer
Traffic Maintenance Worker	Traffic Signal Electrician
Traffic Enumerator	Traffic Sign Tech I/II

CENTRAL MOTOR POOL

Body Fender Mechanic	Mechanic
Laborer	Truck Driver
Mechanic Helper	Welder

BRIDGE MAINTENANCE DEPARTMENT

Bridge Repairer	Laborer
Bridge Construction Worker	Painter

SHADE TREE

Tree Climber	Inspector, Gypsy Moth
Tree Trimmer	Gardener

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

ARTICLE 2

UNION SECURITY

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

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

(b) At the time of hire, newly hired employees who are within the bargaining unit will be informed by their respective shop steward that they have the opportunity to join the Union or pay to the Union a Representation Fee.

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

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

Section 3. If an employee chooses not to become a member of the Union, then that employee will be required to pay a representation fee in lieu of dues to the Union. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as majority representative.

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

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

ARTICLE 3

SHOP STEWARD

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

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

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

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

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

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

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

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 departments covered by this contract in all their various aspects.

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

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

Section 4. It is further agreed that the above detailed management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

Section 5. It is further agreed that when there is an off-duty call-out for work, management will make an assessment as to whether the off-duty call-out assignment requires that more than one employee be assigned for safety purposes, subject to Article 10, Section 3.

ARTICLE 5

GRIEVANCE PROCEDURE

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

Section 2. To be considered under this procedure, a grievance must be initiated within five (5) working days from the time when the cause for the grievance occurred.

Section 3. The procedures following shall be resorted to as the sole means of obtaining adjustment of 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, the Steward, and the immediate supervisor. The immediate supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.

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

STEP 3. If the decision given by the Department Head does not satisfactorily settle the grievance, the Union shall notify the Director of Public Works, who shall meet with a

representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

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

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

If arbitration is selected, then within ten (10) working days of the decision at Step 3, either party may request the Public Employment Relations Commission to aid their selection of an Arbitrator according to the rules and regulations of that Commission.

Section 4. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement.

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

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

ARTICLE 6

SALARY

Section 1. Effective January 1, 2007 all base salaries will be increased for existing employees by \$2,500.00. Any employee hired during 2007 will be placed at this new minimum starting salary guide, without any percentage rate increase for 2007. Thereafter, the new minimum starting salaries for the various positions will increase by \$500.00 per year through the term of this Agreement, but will not receive the annual percentage increases. The salary guides will be adjusted accordingly. Any employee, not employed as of the date of ratification of this agreement is not entitled to any retroactive pay including the adjustment to base salary.

Section 2. All employees in the unit, and employed by the Employer on the last pay period of 2006, shall receive wage increase of four percent (4 %), effective the first pay period of 2007 after the roll-in to base salary set forth above.

Section 3. All employees in the unit, and employed by the Employer on the last pay period of 2007, shall receive a wage increase of three and three quarters (3.75%) percent, effective the first pay period of 2008.

Section 4. All employees in the unit, and employed by the Employer on the last pay period of 2008, shall receive a wage increase of three and three quarters (3.75%) percent, effective the first pay period of 2009.

Section 5. All employees in the unit, and employed by the Employer on the last period of 2009, shall receive a wage increase of three and three quarters (3.75%) percent, effective the first pay period of 2010.

Section 6. Employees assigned inside the Monmouth County Correction Institution as a regular duty post, during the time of such assignment, shall receive pay calculated

upon their base salary plus \$2,000.00. This shall not be a cumulative adjustment and this amount will be removed at such time as the assignment ends.

Similarly, all employees who hold and use an LPL license shall receive \$ 1,000.00 and all employees who hold and use an HPL license or a LPL/HPL license shall receive \$ 1,200.00. Employees who hold and use emission, diesel or automobile certifications shall receive \$ 500.00 for the time of their assignment, provided that the Employer shall have the exclusive right to determine the number of such licenses it assigns and uses.

Section 7. Employees who are required to carry beepers and also required to be on-call during off-duty hours shall receive an additional \$ 0.50 per hour for the time of each assignment, in lieu of any other payments made to them for such on-call status.

Section 8. It is agreed that should the Board of Chosen Freeholders grant a longevity program generally to its unrepresented employees, then negotiations will be re-opened on application of the said longevity program to this Unit. It is understood that this provision shall not apply should the Board of Chosen Freeholders grant a longevity plan where binding interest arbitration applies or as a result of longevity given in lieu of a wage increase.

ARTICLE 7

SENIORITY

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

Section 2. Seniority in classification will be considered in transfers and reassignments in accordance with New Jersey Department of Personnel regulations, though the County shall have the final authority to reassign or transfer an employee as work load dictates.

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

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

Section 4. The Employer shall endeavor to post all notices of job vacancies and newly created positions in all work locations for a period of three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Chief Steward.

The filling of such vacancies and positions shall be subject to New Jersey Department of Personnel regulations. The appropriate Department Head shall interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position.

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

Section 6. The County shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to the accuracy of the roster; and if such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this Agreement.

ARTICLE 8

HOURS OF WORK & OVERTIME

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

Section 2. All employees shall receive time and one half pay for all hours worked in excess of eight (8) hours in any day, or in excess of forty (40) hours in any given week.

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

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift.

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

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

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

Section 7. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay. The scheduling of all coffee breaks shall be the responsibility of the Department Head.

Section 8. With the exception of emergencies, crew assignments will be altered whenever the ambient temperature exceeds 95 degrees. Activities, such as grass cutting, road repairs, bridge and railing reconstruction, etc. that require extended labor support will be altered to tasks that are less heat sensitive.

Work assignments that are conducted using vehicles with air conditioning will continue, as necessary.

Section 9. Management can unilaterally change work shifts or schedules with two (2) weeks advance notice for any special projects (i.e. Gypsy Moth Spraying; Line Stripping).

ARTICLE 9

OUT OF TITLE PAY

Section 1. An employee who is authorized by their immediate supervisor to perform functions of a higher position shall receive additional compensation equal to six percent (6%) of base pay or the minimum rate for the higher classified position, whichever is higher. Said additional compensation shall be paid provided the employee assumes these duties and performs for a period of one (1) day or more. Once an employee works the day, they will receive compensation at the higher rate for the total hours worked. The employer agrees that it will not unreasonably curtail higher position assignments to avoid this provision.

Section 2. Employees assigned to a higher classification during a declared snow emergency work shall be compensated at the higher rate as on an hour for hour basis.

Section 3. A trade employee who is authorized by their immediate supervisor to perform functions of another trade shall receive additional compensation equal to six percent (6%) of base pay. Said additional compensation shall only be paid provided the employee assumes these trade duties and performs them for a period of thirty consecutive working days or more. Once an employee works the thirty consecutive working days, they will receive compensation at the higher rate for the total hours worked.

ARTICLE 10

FORMAN PERFORMING WORK OF UNIT

Section 1. Supervisory employees shall not be permitted to perform work on any hourly rated job, but will be permitted to work in the following situations:

- (1) Emergencies
- (2) When regular employees are not available for a period not in excess of two (2) hours.
- (3) To instruct employees.
- (4) When relieving regular employees for lunch or relief period, but only when regular employees are not available.
- (5) When starting and testing new equipment or processes.

Section 2. Due to the nature of the work, a supervisory or technical employee may at any time operate equipment to check the accuracy or results previously obtained, or to speed up the obtaining or results in order to prevent any undue delay.

Section 3. Emergency call outs whenever feasible, two employees will be called out for emergencies after hours. If two union personnel are not available, a supervisor will be utilized so that two (2) county personnel respond to each call out.

ARTICLE 11

UNIFORMS

Section 1. The County will provide each employee with five (5) short sleeve shirts and five (5) long sleeve shirts with the County logo on said shirts. These shirts will be provided to the employees on an annual basis. Should an employee damage said shirts, it is his/her responsibility to replace them. In addition, the County will provide each employee with a pair of OSHA compliant footwear on an as needed basis, but no less than one (1) pair of footwear per year. It is the employee's sole responsibility to purchase any other necessary clothing and to maintain their clothing while employed by the County.

Section 2. The County reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the uniform committee.

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

Section 4. 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.

In general, solid colored long pants, blue dickies or jeans are to be worn unless otherwise directed by the Unit Supervisor. Solid colored shirts, jackets, coats or tee shirts are acceptable and logo shirts, when supplied by the County, are to be worn unless otherwise directed by supervision. All shirts, jackets and outerwear must be appropriate for County

employees. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated.

Footwear issued by the County shall be OSHA approved and worn during work hours. Other safety equipment, such as hard hats, Tyvec suits, rain gear, heavy duty coveralls or bib overalls, etc. will be supplied by the County through individual unit supervisors or management.

ARTICLE 12

HOLIDAYS

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

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

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

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

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

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

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive an additional vacation day to be scheduled at the discretion of the Employer. Section 5. On days when the Employer closes all County offices because of snow or other emergency, the following wage rates shall apply during the duration of the closure:

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

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

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

ARTICLE 13

VACATIONS

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

(a) One (1) working day per month worked during the first calendar year of employment.

(b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at one day per month.

(c) Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter days per month.

(d) Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third days per month.

(e) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth days per month.

Section 2. Those employees who are hired between January 1st and June 30th will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on January 1st of the following year.

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

Section 4. Vacations shall be taken between January 1st and December 31st inclusive, with the following specialized rules to apply:

(a) Supervisory employees will not be considered when determining how many employees may be on vacation at one time.

(b) Highway Department: Functional crews must be maintained at all times. Therefore, the number of personnel on vacation at any one time may be limited by management as needs dictate.

(c) Shade Tree Department: Employees of the Shade Tree Department will not be granted vacation during the months of May and June.

(d) Bridge Department: Functional crews must be maintained at all times, therefore, the number of personnel on vacation at any one time may be limited by management as needs dictate.

Section 5. Vacation schedules will be posted in each department or district on January 2 of each year for employees to schedule their vacations according to seniority.

Section 6. Vacations of five (5) days or more shall be posted on the crew vacation schedules as soon as known. Every effort shall be made to arrange vacation schedules so as to not cause crew shortages. Individual vacation days can be arranged as long as their scheduling is done in advance with the crew supervisor.

ARTICLE 14

LEAVES

Section 1. Sick Leave. Sick leave is defined as absence of post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 1/4) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

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

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

Section 3. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of their parent, stepparent, spouse, child or stepchild. In all other

cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship to the employee.

Upon the death of an employee the County shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$ 15,000.00 or such higher amount as the County may hereafter adopt by resolution.

Section 4. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty, when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the agency, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. It is understood that employees will be permitted to keep any fee or expenses paid by the Courts while serving of jury duty. A copy of subpoena or order to appear must be furnished to the Employer prior to the absence.

ARTICLE 15

BULLETIN BOARD

Section 1. The County agrees to provide Bulletin Board space for Union use for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general matters concerning the business of the Union.

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

ARTICLE 16

HEALTH BENEFITS

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

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

Section 3. The provisions of Board resolution # 94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter. That resolution is attached hereto as an appendix and sidebar agreement dated March 26, 2007 is attached hereto as an appendix.

Section 4. The County shall provide \$500 per employee in 2007 and 2008 for the Union sponsored dental plan. The dental allowance will be increased to \$600 per employee in 2009 and 2010.

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

Section 6. The statutory compensation provided in NJSA 34:15-12(a) [and as that law maybe amended], is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less

than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply.

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

Section 8. It is understood that the current prescription drug plan and co-pay may be changed no sooner than January 1, 2003, but it is agreed that the changes shall not exceed \$15 for brand drugs and \$ 5 for generic drugs, retail, and \$ 10 for brand drugs and \$ 0.00 for generic drugs, by mail, and that they may be implemented without further negotiations.

ARTICLE 17

SEPARATION, DISCHARGE AND DISCIPLINE

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

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

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

Section 3. It is agreed that written warnings and written oral reprimands will be removed from an employee's file after one (1) year, provided there is no other discipline during that time.

ARTICLE 18

VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS

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

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

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

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

ARTICLE 19

COMMITTEES

Section 1. There shall be established a joint Union-County Safety and Health Committee to review safety and health issues. Each party shall designate four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

Section 2. There shall be established a joint Union-County Uniform Committee to review uniform issues. Each party shall designate four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

Section 3. A Commercial Driver License is required for the performance of certain job functions identified by the Employer. All employees in the said classifications shall be required to obtain a Commercial Driver License [CDL]. The County shall agree to pay the license cost, including renewal cost.

ARTICLE 20

GENERAL

Section 1. It is agreed that the County and the Union will continue the practice of not discriminating against any employee because of race, color, creed, nationality, or sex. No employee shall be discriminated against or transferred because of legal union activities.

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

Section 3. It is agreed that the Union will be notified of any adopted resolutions or published County policies that affect terms and conditions of employment which will be provided to the Union president and the Union within seven (7) business days of the publication.

Section 4. It is agreed the County will look to establish higher classifications titles in Shade Tree; Traffic; and Groundskeeper; governed by Civil Service Rules and Regulations.

ARTICLE 21

FULL BARGAIN PROVISION

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

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

ARTICLE 22

DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2007 and shall continue in force and effect until December 31, 2010.

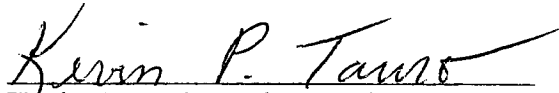
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of 2007.

UNION

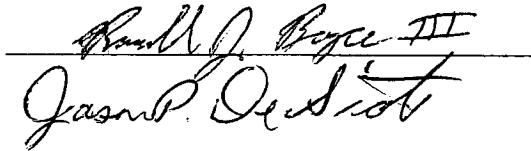
COUNTY



Carla Katz, President of CWA Local 1034



Kevin Tauro, Branch 4 President



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

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
résolution 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

[Handwritten Signature]

CLERK

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

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: _____
COUNTY OF MONMOUTH

BY: Kevin P. Taurino 3-26-07
CWA LOCAL 1034
(BLUE COLLAR UNIT)

BY: Matthew J. Gaudin
3-23-07

BY: Ken Bayle

Jason P. DeSiato
Craig James
Brian F...
Brian G. F...
...
...
Michael Corcoran
Alto WJ