

**AGREEMENT**

**BETWEEN**

**MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL  
ENGINEERS, IFPTE, LOCAL 196**

**MONMOUTH COUNTY SUPERVISOR'S ASSOCIATION**

**[BLUE COLLAR SUPERVISORS UNIT]**

---

**January 1, 2008 through December 31, 2011**

---

A handwritten signature in black ink, appearing to be the initials 'RCS', located in the bottom right corner of the page.

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	SHOP STEWARD	4
4	MANAGEMENT RIGHTS	6
5	GRIEVANCE PROCEDURE	7
6	SALARY	9
7	OUT OF TITLE PAY	11
8	UNIFORMS	12
9	SENIORITY	14
10	HOURS OF WORK AND OVERTIME	15
11	HOLIDAYS	16
12	VACATIONS	18
13	LEAVES	20
14	HEALTH BENEFITS	22
15	COMMITTEES	24
16	GENERAL	25
17	FULL BARGAIN PROVISION	26
18	DURATION OF AGREEMENT	27
	APPENDIX, Resolution #94-267	



This Agreement is entered into by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter called the Employer or the County] and the International Federation of Professional and Technical Engineers, Monmouth County Supervisor's Association, IFPTE Local 196 [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 the 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 supervisors and assistant supervisors.

Section 2. This unit includes those Blue Collar supervisors and assistant supervisors employed in the Monmouth County Department of Public Works and Engineering in the following divisions:

- Buildings and Grounds
- Shade Tree Commission
- Bridge Department
- Motor Pool
- Highway
- Traffic Safety

and includes Chief Bridge Operator and Supervisor of Motor Pool.

Section 3. This unit excludes general supervisors, higher level supervisors, managerial executives, confidential employees, non-supervisory employees, any other County employees, police, medical homes employees, reclamation center employees, employees represented in other negotiations units, clerical and professional employees.

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

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

(a) 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) 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. A list of employees for whom deductions are being made will be provided to the Chief Steward at least annually.

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

Section 2. The 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, 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 authorized representative of the Union may have access to its members, but such representative of the Union shall not interfere with employees or cause them to neglect their work.

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

Section 6. The Union shall be allocated forty (40) hours of paid leave per year for union business authorized by the Local. 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 7. The Chief Steward shall be provided with a copy of all disciplinary actions against unit members, unless the affected unit member specifically requests that no notice be given.


Handwritten signature and initials, possibly "RJ" and "LW", in the bottom right corner.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

Section 1. It is recognized that the County has and retains the right and responsibility to direct the affairs of the departments covered by this contract in all 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 use supervisory employees for any unit work; to set minimum salaries for 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; to change or eliminate existing methods, equipment or facilities.

Section 3. It is further agreed that the above detailed management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

A handwritten signature in black ink, appearing to be 'R. J. ...' with a stylized flourish above the name.



**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.

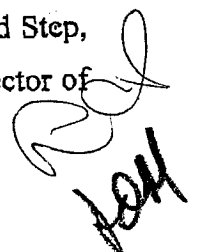
Section 3. The procedures following shall be resorted to as the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step 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 and an acceptance of that decision.

**STEP 1.** A grievance, when it first arises, shall be taken up between the employee, a 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 and served by the Steward upon the immediate Division or Department Head not later than three (3) working days after the answer in Step 1 would be due.

The immediate Division or Department Head may elect to meet with a representative of the Union within five (5) working days after receipt of such written grievance. A written decision shall be give to the Union not later than ten (10) working days after it is received, unless that time is mutually extended in writing.

**STEP 3.** If no satisfactory settlement is reached during the second Step, the grievance shall be reduced to writing and served by the Steward upon the Director of

Handwritten signature and initials in the bottom right corner of the page.

Public Works or his designee not later than ten (10) working days after the answer in Step 2 would be due.

The Director of Public Works or his designee may elect to meet with a representative of the Union within five (5) working days after receipt of such written grievance. A written decision shall be given to the Union not later than ten (10) working days after it is received, unless that time is mutually extended in writing.

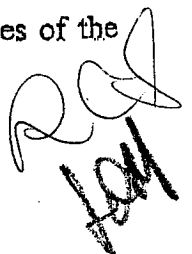
Any grievance the County may have against the Union shall be reduced to writing and submitted to the Chief Steward, who will promptly arrange a meeting with the Director of Public Works or his designee. If the matter is not satisfactorily settled at the meeting, or within five (5) working days thereafter, the grievance may then be processed through Step 3 of the Grievance Procedure.

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

If arbitration is selected, then not later than ten (10) working days after the decision at Step 2 is due, 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 provisions of this Agreement.

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

Handwritten signature and initials, possibly "R. J. M.", in the bottom right corner of the page.

**ARTICLE 6**  
**SALARY**

Section 1. Effective January 1, 2008, the minimum starting salary for Assistant Supervisor and Supervisor shall be increased by \$500.00 per year through the term of this Agreement.

Section 2. Effective the first pay period of 2008, all employees in the unit, and employed by the Employer on the last pay period of 2007, shall receive a two hundred fifty dollar (\$250.00) roll-in to base salary, plus a wage increase of three and three quarters percent (3.75%).

Section 3. Effective the first pay period of 2009, all employees in the unit, and employed by the Employer on the last pay period of 2008, shall receive a six thousand (\$6,000) roll-in to base salary, plus a wage increase of three and three quarters percent (3.75%).

Section 4. Effective the first pay period of 2010, all employees in the unit, and employed by the Employer on the last pay period of 2009, shall receive a five hundred (\$500.00) roll-in to base salary, plus a wage increase of three and three quarters percent (3.75%).

Section 5. Effective the first pay period of 2011, all employees in the unit, and employed by the Employer on the last pay period of 2010, shall receive a two hundred fifty dollar (\$250.00) roll-in to base salary, plus a wage increase of three and three quarters percent (3.75%).

Section 6. Employees who hold and use a master plumber license or master electrician license shall receive an additional \$2,500.00.

Handwritten signature and initials in the bottom right corner of the page.

Section 7. All employees who hold and use an ETEP, diesel emissions, pesticides or HPL license shall receive an annual stipend of five hundred dollars (\$500.00) for each license, said stipend will be retroactive to January 1, 2008 and paid for each year held.

*Handwritten initials/signature*

**ARTICLE 7**  
**OUT OF TITLE PAY**

A Supervisor who is authorized by the Division Head to perform functions of the higher position of General 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 is authorized to assume these duties and the employee performs such duties for a period of one (1) day or more. Once an employee works the day, he will receive compensation at the higher rate for the total hours worked.

A handwritten signature in black ink, appearing to be "R. J. [unclear]", located in the lower right quadrant of the page.

**ARTICLE 8**  
**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.

10/11  
RCP

**ARTICLE 9**  
**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 shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work are equal, as determined by the employer.

Section 3. The Employer shall endeavor to post all notices of job vacancies and newly created positions in all work location 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 Director of Public Works, or a designee, shall interview each interested employee, and thereafter each interested employee will be provided with the reason for the decision made as to filling a vacancy or position.

Section 4. 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.

*Handwritten signature*



**ARTICLE 10**  
**HOURS OF WORK & OVERTIME**

Section 1. The normal workweek shall consist of forty (40) hours or five (5) eight (8) hour days, as assigned.

The Employer will endeavor to give reasonable prior notice of shift changes whenever possible.

Section 2. Employees shall receive time and one-half pay for all hours worked in excess of forty (40) hours in a week. In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, paid holidays, approved compensatory time days or approved vacation time and approved personal time will be included; sick leave, unauthorized absences, suspension time and late reporting to work will not be included.

Employees shall be compensated at one and one-half times their 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. In the event an employee is called back to work after the completion of a normal work shift, the employee shall be paid a minimum of two (2) hours pay at the overtime rate.

Section 4. All employees are expected to perform a reasonable amount of overtime, and the parties agree that the Employer shall be the sole judge as to the need for overtime.

A handwritten signature in black ink, appearing to be 'R. J. [unclear]', is located in the bottom right corner of the page.

**ARTICLE 11**  
**HOLIDAYS**

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

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

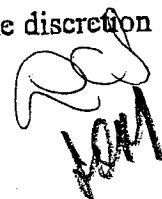
Section 2. Employees who are recalled to work duty on any of the above holidays shall be paid at the rate of one and one-half (1 ½ ) times the employee's regular rate for each hour worked.

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 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.

RCJ  
1/2/04

**ARTICLE 12**  
**VACATIONS**

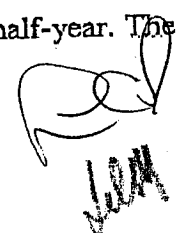
Section 1. The Employer agrees to grant to all employees within the Bargaining Unit vacation with pay in accordance with the following schedule:

- (a) One (1) working day per month worked during the first calendar year of employment.
- (b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at one day per month.
- (c) Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter days per month.
- (d) Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third days per month.
- (e) Twenty-five (25) working days per year and 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 1<sup>st</sup> and June 30<sup>th</sup> will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30<sup>th</sup> will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on January 1<sup>st</sup> of the following year.

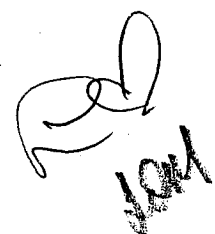
Section 3. Vacations shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup> inclusive.

Section 4. Vacation schedules will be posted on the first week of November and the first week of January for employees to schedule vacations in five (5) day increments and according to seniority for the succeeding half-year. The posting shall be removed after two weeks.

A handwritten signature in black ink, appearing to be 'JEM', is written over the bottom right portion of the text in Section 4.

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

Section 5. Vacation time of five (5) days may be carried over into a succeeding year only for extraordinary reasons and upon approval of the County Administrator, provided that a written request must be submitted not later than September 1 of a preceding year and approved by the County Administrator on or by October 1. If an approval is not received, then the request shall be deemed denied, and the employee must then immediately schedule the remainder of vacation for the current year. Any postponed vacation must be scheduled for use and used not later than by April 1 of the succeeding year.

A handwritten signature in black ink, followed by the date "10/11" written below it.

## ARTICLE 13

### LEAVES

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

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

Sick leave will be cumulative 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 require 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. *to year* It is understood that approval of such administrative leave shall not be unreasonably withheld, however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances.

Section 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 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. It is understood that employees will be permitted to keep any fee or expenses paid by the Courts while serving on jury duty. A copy of subpoena or order to appear must be furnished to the Employer prior to the absence.

Handwritten signature or initials, possibly "R. J. [unclear]".

**ARTICLE 14**  
**HEALTH BENEFITS**

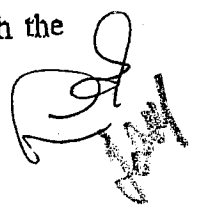
Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee participation in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne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

Section 4. The statutory compensation provided in N.J.S.A. 34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply.

Section 5. 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 6. It is understood that the current prescription drug plan and co-pay will be changed on January 1, 2004, 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.

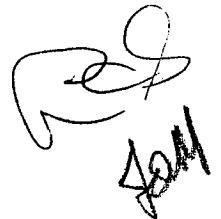
A handwritten signature in black ink, consisting of a stylized, cursive name that appears to be "J. Kelly".

**ARTICLE 15**  
**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 Drivers 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 Drivers License [CDL]. The County shall agree to pay the license cost, including renewal cost.

Handwritten signature and initials in the bottom right corner of the page.

**ARTICLE 16**

**GENERAL**

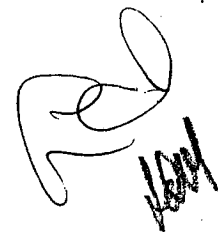
Section 1. It is agreed that the County and the Union will continue the practice of not discriminating against any employee because of race, color, creed, nationality, or sex. No employee shall be discriminated against or transferred because of legal union activities.

A handwritten signature in black ink, consisting of a stylized, cursive name that is difficult to decipher. The signature is located in the bottom right corner of the page.

**ARTICLE 17**  
**FULL BARGAIN PROVISION**

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

Section 2. 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.

A handwritten signature in black ink, consisting of a stylized, cursive name, with the initials 'JEM' written below it.

**ARTICLE 18**  
**DURATION OF THE AGREEMENT**

This Agreement shall be effective January 1, 2008 and shall continue in force and effect until December 31, 2011.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representative this \_\_\_\_\_ day of January, 2009.

**COUNTY OF MONMOUTH**

*Barbara J. McMorrow*  
By: Barbara J. McMorrow, Freeholder Director

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL  
ENGINEERS, IFPTE LOCAL 196  
MONMOUTH COUNTY SUPERVISOR'S ASSOCIATION**

*James D. Hill*  
By: *JDH*

*JDH*

RESOLUTION #94-267

RES # 94-257

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-Fund 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.

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.

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 active 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 HEREBY CERTIFY THE ABOVE TO BE  
A TRUE COPY OF A RESOLUTION  
ADOPTED BY THE BOARD OF CHOSEN  
FREEHOLDERS OF THE COUNTY OF  
MONMOUTH AT A MEETING HELD  
APRIL 14, 1994.

RICHARD C WENNER  
CLERK



# County of Monmouth

**PARTHENOPY A. BARDIS**

Special County Counsel

pbardis@co.monmouth.nj.us



**HALL OF RECORDS**

1 East Main Street, Room 236

Freehold, New Jersey 07728

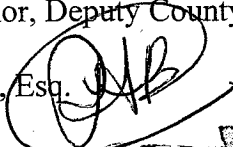
Telephone: 732-683-8990

Fax: 732-431-0437

**PRIVILEGED & CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED**  
**NOT A PUBLIC DOCUMENT**

## MEMORANDUM

TO: Director John W. Tobia, Dept. of Public Works & Engineering  
Robert M. Czech, Administrator  
Teri O'Connor, Deputy County Administrator

FROM: Patty Bardis, Esq. 

RE: **IFPTE Local 196, Blue Collar Supervisors Unit (1/1/08-12/31/11)**

DATE: March 19, 2009

As you are aware, I have received the executed contract (enclosed) from the above-referenced unit with a modification to the stipend language contained in Article 6, Section 7. My understanding is that the modification is acceptable to the County, and that this matter should be placed on the agenda for the next Freeholders' meeting.

Regarding the stipend language, the County originally proposed the following:

All employees who hold and use an ETEP, diesel emissions, pesticides or HPL license shall receive an annual stipend of five hundred dollars (\$500.00) for each license, provided that the Employer shall have the exclusive right to determine the number of such licenses it assigns and uses. This shall not be a cumulative salary adjustment.

(Emphasis added)

CLERK OF COUNTY  
TREASURER  
DEPARTMENT

2009 MAR 20 PM 1:42

RECEIVED

**PRIVILEGED & CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED**  
**NOT A PUBLIC DOCUMENT**

Page 2

The union removed the underlined section, replacing it with the following:

All employees who hold and use an ETEP, diesel emissions, pesticides or HPL license shall receive an annual stipend of five hundred dollars (\$500.00) for each license, said stipend will be retroactive to January 1, 2008 and paid for each year held.

(Emphasis added).

I have no objection to including the January 1, 2008 date, as this was agreed upon by the parties and the contract is effective January 1, 2008. The language removed by the union ("that the Employer shall have the exclusive right to determine the number of licenses it assigns and uses") is language that was lifted from a similar provision in the blue collar contract (Local 1034). Regardless, the County may continue its practice of determining the number of licenses it assigns and uses.

To summarize, the agreed-upon changes to the contract are as follows:

1. Cover page (4 year term) ~~1/1/08-12/31/11~~
2. ~~Article 1 Recognition (p.2): Added title of Supervisor of Motor Pool.~~
3. Article 5 Grievance Procedure (p.8): Added "Civil Service Commission" in parenthesis after Merit System Board. In Steps 3 and 4, added "or his designee" after the Director of Public Works.
4. Article 6 Salary (p.9): ~~Added roll-ins to base, resulting from elimination of 1/2 hour paid lunch and uniform allowance.~~
  - i. Minimums starting salaries for Supervisor and Ass't Supervisor increased by \$500/year
  - ii. 2008: \$250 roll-in, plus 3.75%
  - iii. 2009: \$6,000 roll-in, plus 3.75%
  - iv. 2010: \$500 roll-in, plus 3.75%
  - v. 2011: \$250 roll-in, plus 3.75%
- b. Annual Stipend (p.10): \$500 for each - ETEP, diesel emissions, pesticides, or HPL.
5. New Article 7 for Out of Title Pay (p.11): Added provision of 6% for Supervisors performing General duties.
6. Article 8 Uniforms (p.12): Eliminated \$800 allowance. Same as blue collar - County providing the clothing.
7. Article 10 Hours of Work & Overtime (p.15): Removed sentence which had added a one-half hour of paid lunch.
8. Article 18 Duration of the Agreement (p.27): Changed from 1/1/04-12/31/07 to new 4-yr term 1/1/08 -12/31/11.

**PRIVILEGED & CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED**  
**NOT A PUBLIC DOCUMENT**

Page 3

Please contact me as soon as possible if you have any questions or concerns with the agreement executed by the union.

Enc.

PAB:mmm

cc: Robert W. Lahey, Superintendent, Bldgs. & Grounds (via email w/out enc & reg mail)  
Fredrica A. Brown, Personnel Officer

**RESOLUTION TO ADOPT AGREEMENT BETWEEN THE  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS  
AND IFPTE LOCAL 196, MONMOUTH COUNTY SUPERVISORS ASSOCIATION  
[BLUE COLLAR SUPERVISORS UNIT]**

**WHEREAS**, the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, IFPTE LOCAL 196, MONMOUTH COUNTY SUPERVISORS ASSOCIATION [BLUE COLLAR SUPERVISORS UNIT] have engaged in negotiations with regard to a successor collective negotiations agreement; and

**WHEREAS**, negotiations between the parties have been successfully concluded and a written contract has been developed which records the Agreement for this unit; and

**WHEREAS**, the Monmouth County Board of Chosen Freeholders has been advised that IFPTE Local 196, Blue Collar Supervisors Unit, have ratified the Agreement and that the Agreement is fair and agreeable to them and it is fair and agreeable to all parties.

**NOW, THEREFORE, BE IT RESOLVED** that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the Agreement reached with the IFPTE Local 196, Blue Collar Supervisors Unit, for the period of January 1, 2008 through December 31, 2011, and in accordance with the terms therein set forth in the Agreement, a copy of each which shall be filed with the Clerk of the Monmouth County Board of Chosen Freeholders.

**BE IT FURTHER RESOLVED** that the Director and Clerk of the Monmouth County Board of Chosen Freeholders be and they are hereby authorized to execute said Agreement on behalf of the County of Monmouth.

**BE IT FURTHER RESOLVED** that the Clerk of the Monmouth County Board of Chosen Freeholders forward a certified true copy of this Resolution to IFPTE Local 196, Blue Collar Supervisors Unit, the Director of Public Works & Engineering, the Monmouth County Treasurer, and the Monmouth County Personnel Officer.

RECORD OF VOTE						
FREEHOLDERS	YES	NO	ABSTAIN	ABSENT	MOVED	SECOND
Mrs. Burry	✓					
Mr. Clifton	✓				✓	
Mrs. Mallet	✓					✓
Mr. D'Amico	✓					
Mrs. McMorrow	✓					

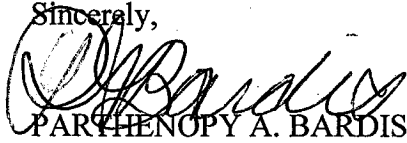
**CERTIFICATION**

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD March 26, 2009

Jane Stracy  
CLERK

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Bardis', written over a circular stamp or seal.

PARTHENOPY A. BARDIS, Esq.

PAB/mm

Enc.

cc: John Tobia, Director Public Works & Engineering  
Robert Lahey, Superintendent

# County of Monmouth

**PARTHENOPY A. BARDIS**  
Special County Counsel

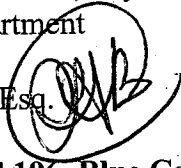
pbardis@co.monmouth.nj.us



**HALL OF RECORDS**  
1 East Main Street, Room 236  
Freehold, New Jersey 07728  
Telephone: 732-683-8990  
Fax: 732-431-0437

## MEMORANDUM

TO: Charlene McKenna, Payroll Supervisor  
Finance Department

FROM: Patty Bardis, Esq. 

RE: **IFPTE Local 196, Blue Collar Supervisors Unit (1/1/08-12/31/11)**

DATE: April 1, 2009

PERSONNEL DEPARTMENT  
COUNTY OF MONMOUTH

2009 APR -2 PM 1:35

RECEIVED

Enclosed please find a copy of Resolution 09-277 and the agreement between the Monmouth County Board of Chosen Freeholders and IFPTE Local 196, Monmouth County Supervisors Association [Blue Collar Supervisors Unit], adopted on March 26, 2009.

Please note the following changes:

1. Article 1 Recognition (p.2): Added title of Supervisor of Motor Pool.
2. Article 6 Salary (p.9): Added roll-ins to base, resulting from elimination of ½ hour paid lunch and uniform allowance.
  - i. Minimums starting salaries for Supervisor and Ass't Supervisor increased by \$500/year
  - ii. 2008: \$250 roll-in, plus 3.75%
  - iii. 2009: \$6,000 roll-in, plus 3.75%
  - iv. 2010: \$500 roll-in, plus 3.75%
  - v. 2011: \$250 roll-in, plus 3.75%

- b. Annual Stipend (p.10): \$500 for each - ETEP, diesel emissions, pesticides, or HPL.
- 3. New Article 7 for Out of Title Pay (p.11): Added provision of 6% for Supervisors performing duties of General.
- 4. Article 8 Uniforms (p.12): Eliminated \$800 allowance. County will be providing the uniform.
- 5. Article 10 Hours of Work & Overtime (p.15): Eliminated the one-half (1/2) hour paid lunch.
- 6. Article 18 Duration of the Agreement (p.27): Changed from 1/1/04-12/31/07 to new 4-yr term 1/1/08 -12/31/11.

Should you have any questions, please do not hesitate to contact me.

Enc.  
PAB:mm

cc: Robert M. Czech, Administrator (w/out enc.)  
Fredrica A. Brown, Personnel Officer



**RESOLUTION TO ADOPT AGREEMENT BETWEEN THE  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS  
AND IFPTE LOCAL 196, MONMOUTH COUNTY SUPERVISORS ASSOCIATION  
[BLUE COLLAR SUPERVISORS UNIT]**

**WHEREAS**, the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, IFPTE LOCAL 196, MONMOUTH COUNTY SUPERVISORS ASSOCIATION [BLUE COLLAR SUPERVISORS UNIT] have engaged in negotiations with regard to a successor collective negotiations agreement; and

**WHEREAS**, negotiations between the parties have been successfully concluded and a written contract has been developed which records the Agreement for this unit; and

**WHEREAS**, the Monmouth County Board of Chosen Freeholders has been advised that IFPTE Local 196, Blue Collar Supervisors Unit, have ratified the Agreement and that the Agreement is fair and agreeable to them and it is fair and agreeable to all parties.

**NOW, THEREFORE, BE IT RESOLVED** that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the Agreement reached with the IFPTE Local 196, Blue Collar Supervisors Unit, for the period of January 1, 2008 through December 31, 2011, and in accordance with the terms therein set forth in the Agreement, a copy of each which shall be filed with the Clerk of the Monmouth County Board of Chosen Freeholders.

**BE IT FURTHER RESOLVED** that the Director and Clerk of the Monmouth County Board of Chosen Freeholders be and they are hereby authorized to execute said Agreement on behalf of the County of Monmouth.

**BE IT FURTHER RESOLVED** that the Clerk of the Monmouth County Board of Chosen Freeholders forward a certified true copy of this Resolution to IFPTE Local 196, Blue Collar Supervisors Unit, the Director of Public Works & Engineering, the Monmouth County Treasurer, and the Monmouth County Personnel Officer.

RECORD OF VOTE						
FREEHOLDERS	YES	NO	ABSTAIN	ABSENT	MOVED	SECOND
Mrs. Burry	✓					
Mr. Clifton	✓				✓	
Mrs. Mallet	✓					✓
Mr. D'Amico	✓					
Mrs. McMorrow	✓					

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD March 26, 2009

June Skrey  
CLERK

# County of Monmouth

**PARTHENOPY A. BARDIS**  
Special County Counsel

pbardis@co.monmouth.nj.us



**HALL OF RECORDS**  
1 East Main Street, Room 236  
Freehold, New Jersey 07728  
Telephone: 732-683-8990  
Fax: 732-431-0437

April 15, 2009

**VIA FACSIMILE 732-636-5705 w/out enc. & REGULAR MAIL**

Leonard C. Schiro, Esq.  
Mets, Schiro & McGovern, LLP  
P.O. Box 668  
Woodbridge, NJ 07095

Re: Monmouth County - and - IFPTE Local 196  
Blue Collar Supervisors Unit (1/1/08- 12/31/11)  
Docket No.: CO-2009-315

Dear Mr. Schiro:

Enclosed please find a fully-executed copy of the parties' agreement and the resolution of the Freeholders adopting same. I am requesting that you withdraw the above-referenced Unfair Practice Charge, as it now appears to be moot.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bardis", is written over the typed name.

**PARTHENOPY A. BARDIS**

PAB/mm

Enc.

cc: Charles A. Tadduni, PERC Staff Agent (via fax w/out enc & regular mail)

bcc: Robert M. Czech, County Administrator  
Fredrica A. Brown, Personnel Officer ✓  
John W. Tobia, Director  
Robert W. Lahey, Superintendent  
Malcolm V. Carton, County Counsel

RECEIVED

2009 APR 16 PM 2:21

CLERK OF SUPERIOR COURT