

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS,  
MONMOUTH COUNTY SHERIFF

AND

CWA LOCAL 1034, BRANCH 4 AFL-CIO  
[MONMOUTH COUNTY POLICE RADIO UNIT]

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**January 1, 2003 through December 31, 2006**

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This Agreement is entered into by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS and the MONMOUTH COUNTY SHERIFF [hereinafter called the Employer or the County] and the CWA Local 1034, Branch 4 AFL-CIO [hereinafter called the Union]:

### PREAMBLE

The County of Monmouth and the Monmouth County Sheriff endorse 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 and the Sheriff 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 or the Monmouth County Sheriff by the Laws or Regulations of the State of New Jersey.

It is the intention of this Agreement to provide for the salary, fringe benefits and other terms and conditions of employment for employees covered by this Agreement to prevent interruptions in work and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 1  
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for employees in the following titles, but excluding Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisory employees:

Public Safety Telecommunicator Trainee  
Public Safety Telecommunicator  
Senior Public Safety Telecommunicator.

ARTICLE 2  
UNION SECURITY

Section 1. The Employer agrees to the following form of Union Security:

(a) Employees who are within the bargaining unit and 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, or they may be required to pay to the Union a Representation Fee.

(b) Newly hired employees who are within the bargaining unit may be informed by their shop steward that they have the opportunity to join the Union or pay the Union a Representation Fee.

Section 2. After receipt of a written authorization from an individual employee, the Employer agrees to deduct from the salary of said employees an initiation fee and monthly

dues uniformly required by the Union. Such deductions shall be made from the first salary paid during the month.

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 in making the deductions and transmittals as above specified.

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

Section 4. The Representation Fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under NISA 34:13A-5.5 through 5.8, and as that law may be amended during the term of this Agreement.

Section 5. The Union agrees to hold the Employer harmless from any action taken by the Employer under the provisions of this Article.

### ARTICLE 3 SHOP STEWARD

Section 1. The Union may name four 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 Chief Steward, or a Steward in the absence of the Chief Steward, shall restrict their activities to the handling of grievances.

The Chief Steward 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 Chief Steward 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 Steward will not be allowed to transact any Union business on Employer time or property. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during their normal work hours.

Section 4. The authorized representative of the Union may have access to the radio room on application to the office of the Undersheriff or Sheriff's Officer in charge. Such representative of the Union shall not interfere with employees of the Employer or cause them to neglect their work.

Section 5. While the authorized representative of the Union is on Employer property, the Union shall hold the Employer 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 attendance at formal Union meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the Chief Shop Steward to the Undersheriff or Sheriff's Officer in charge, indicating the names of the attending individuals and the times for which their attendance will be required. To facilitate scheduling, advance notice of the use of leave time should be provided at least three (3) weeks prior to scheduled meetings.

ARTICLE 4  
MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the right and responsibility to direct the affairs of the department covered by this contract in all their various aspects.

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

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 agreed that the Employer may install and institute a time clock procedure during the term of this contract.

ARTICLE 5  
GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

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

Section 3. The following procedures shall be the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the grievance.

STEP 1. Within ten (10) days of when it first arises, the grievance shall be taken up between the employee, the Steward, and the Supervisor of Operations or the Administrative Supervisor. The Supervisor of Operations or Administrative 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 then be reduced to writing within five (5) working days after the Step 1 answer is received or due, whichever is sooner. The grievance must state the specific provision of the Agreement brought into question and it shall be duly served upon the Chief of Operations.

The grievance shall be promptly discussed between the Chief of Operations and a representative of the Union. A written decision shall be given to the Union within ten (10) days of its receipt by the Chief of Operations. .

STEP 3. If the decision given by the Chief of Operations does not satisfactorily settle the grievance, the Union shall notify the Sheriff's Officer in charge of the Radio Room within five (5) days after the Step 2 answer is received or due, whichever is sooner. The



Sheriff's Officer in charge shall review the grievance and provide the union with a written decision within ten (10) days thereafter.

STEP 4. If the decision given by the Sheriff's Officer in charge does not satisfactorily settle the grievance, the Union shall notify the Undersheriff in charge of the Radio Room within five (5) days after the Step 3 answer is received or due, whichever is sooner. The Undersheriff shall review the grievance within ten (10) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.

STEP 5. In the event the grievance is not satisfactorily settled at Step 4, then the Union may request arbitration. within ten (10) working days the decision at Step 4 is received or due, whichever is sooner, through the Public Employment Relations Commission.

Section 4. Any grievance the Employer may have against the Union shall be reduced to writing and submitted to the Chief Steward, who will promptly arrange a meeting with the Undersheriff in charge of the Radio Room.

If the matter is not satisfactorily settled at that meeting or within five (5) working days thereafter, the grievance may then be processed through Step 5 of the Grievance Procedure.

Section 5. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

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.

ARTICLE 6

SALARY

Section 1. Effective the first pay period in 2003, the base salary for all employees in the unit and employed by the Employer on the last pay period of 2002, and who are also employed on the date of final ratification of this Agreement by the County, shall receive a wage increase of \$ 1,250 or 4 %, whichever is higher.

Section 2. Effective the first pay period in 2004, a salary guide will be in effect and as set forth in Appendix A, attached hereto.

Placement on the guide for those in the title of Public Safety Telecommunicators shall be as follows:

<b>Date of hire</b>	<b>Step</b>
2003-2004	entry
2002	1
2001	2
2000	3
1999	4
1998	5
1997-1993	6
pre-1990	maximum

Movement on the guide shall be as indicated in Appendix A, with the movement to the next higher step in the succeeding years of this contract and those at maximum remaining at maximum, as indicated

Placement on the senior guide for those in the title of Senior Public Safety Telecommunicators shall be as follows:

<b>Date of hire</b>	<b>Level</b>
1980 and earlier	1
1981 to present	2

Movement on the senior guide shall be as indicated in Appendix A, with the movement across the guide from year to year, as indicated.

Section 3. Employees hired in the title of Public Safety Telecommunicator Trainee shall be moved to the first step on the guide at the time they complete their training and are eligible to assume the title of Public Safety Telecommunicator. They will remain at that first step until the next calendar year, when they will progress on the guide as all other employees.

Section 4. In 2004, the entry level for Public Safety Telecommunicator Trainee shall be raised to \$ 28,000.00. In 2006, the entry level for Public Safety Telecommunicator Trainee shall be raised to \$ 30,000.00, and movement after training shall be to Step 2 of the guide.

Section 5. Employees who are assigned to be on an "on-call" status during their off-duty hours shall receive an additional five percent (5%) of their regular hourly salary for the time of such assignment. It is understood that "on-call" status will be paid at the rate of five percent (5 %) an employee's regular hourly salary for eight (8) hours for each 24-hour period of such assignment.

Section 6. Pay checks for employees working on the shift ending at 7:00 am on a Friday pay date will be made available at the end of their shift. Employees with Direct Deposit will have access to their pay statements, on request, beginning at 3 pm on Thursday, or as soon thereafter as the pay statements are available through payroll.

## ARTICLE 7

### SENIORITY

Section 1. Seniority is defined as an employee's total length of continuous service with the Employer, beginning with their 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 Employer shall have the final authority to reassign or transfer an employee as workload dictates.

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation scheduling, provided that it may not strictly apply where ability to perform the work is equal, as determined by the Employer.

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 appeal procedures available through the New Jersey Department of Personnel, Merit System Board.

Section 4. The filling of vacancies and positions shall be subject to New Jersey Department of Personnel regulations.

For promotions, each interested employee will be interviewed and thereafter provided with reasons for whatever action is taken.

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 Employer 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 two week work cycle shall consist of a thirty-six (36) hour week and a forty-four (44) hour week, to be scheduled by the Employer. Each work day shall include a paid one-half (1/2) hour lunch time for days scheduled for more than 4 hours, during which time the employee may not leave the premises of the Employer. The Employer retains the right to revert to a forty (40) hour work week at any time after notice and consultation with the union.

Section 2. All employees shall receive time and one half pay for all hours actually worked in excess of forty (40) hours in a week, and provided that sick days shall not be counted as time worked in a week.

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 Employer recognizes that it may be inconvenient for individual employees to work overtime and 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. In the event an employee is called back to work after completion of a normal work shift, the employee shall be entitled to a minimum of two (2) hours pay at the overtime rate. This minimum shall not apply if the employee is called back to work two (2)

hours or less prior to the start of their regular work assignment.

Section 6. Employees shall be granted a paid fifteen (15) minute coffee break during each four (4) hours of an assigned shift which shall be unscheduled, the timing of which shall be determined by workload.

Section 7. Employees shall not be permitted to switch shift assignments without permission, which permission will be denied if overtime is reasonably expected to be created. Employees shall not be permitted to be relieved "early", nor may the employee being relieved leave "early". All relief must be on the scheduled time.

Section 8. Compensatory time off may be granted on request of an employee and at the sole discretion of the Employer. Scheduling shall be by request of the employee, and such requests will not be unreasonably denied.

Employees earning compensatory time may hold up to a maximum of 80 hours during the course of the year, provided that the Employer retains the right to make a payout of some or all the accumulated hours in December of each year.

Section 9. When an employee is assigned by the Chief of Communications to assist another agency during non-duty hours, compensation will be paid at the overtime rate.

## ARTICLE 9

### OUT OF TITLE PAY

Section 1. An employee who is authorized by their immediate supervisor to perform functions of a senior position shall be eligible to receive additional compensation equal to five percent (5%) of their regular hourly pay for each hour of the assignment. Said additional compensation shall be paid only when the employee assumes senior duties and performs them for a period of at least four (4) continuous hours.

ARTICLE 10  
PERFORMING WORK OF UNIT

Section 1. Due to the nature of the radio room, a supervisory or technical employee will be permitted to perform unit work at any time.

ARTICLE 11  
UNIFORMS

Section 1. The Employer shall provide an annual uniform maintenance allowance to each employee in the amount of \$ 400, to be paid in the last payroll period of the year, provided that first year employees shall receive a pro rata amount based upon their month of hire.

Commencing in 2004, the Employer shall provide an annual uniform and maintenance allowance to each employee in the amount of \$ 800.00, to be paid twice yearly [in the first pay of January and the first pay of July], provided that first year employees shall receive a pro rata amount based upon their month of hire in the half-year period.

Section 2. The Employer retains the right to direct the uniform to be worn by employees, along with safety equipment necessary to perform the work, reserving the right to modify practices on reasonable notice to the Union and upon further consultation with the Union.

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

Section 4. If an employee is suspended or on disability for 30 days or more in the preceding year, or if an employee is absent on workers' compensation for 60 days or more in the preceding year, the uniform allowance paid in January of the succeeding year will then be pro

rated accordingly. There will be no pro rata adjustment for suspension or disability leave of less than 30 days duration, nor for workers' compensation leave of less than 60 days duration.

Section 5. Newly hired Employees shall receive uniform allowance in quarterly pro rated payments beginning with the first paycheck of January, April, July and October, and continuing through the end of the calendar year in which they successfully complete training at the Police Academy. Thereafter, they will receive payment set forth in Section 1.

Section 6. New officers shall purchase a full complement of necessary clothing as set forth by the Employer's rules and regulations and shall receive uniform allowance as set forth above in Section 1.

## 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, and including the day after Thanksgiving when that day is declared a holiday by the Board of Freeholders.

Section 2. Employees who are not scheduled to work on a holiday [11 pm to 11 pm] shall receive eight hours regular pay for the holiday. Employees who are scheduled to work on a holiday shall be paid 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 on the holiday.

It is understood that the provisions of this Section shall apply only to those actual holiday dates listed in Section 1 and that they shall not apply to other days on which other County employees might celebrate the holidays listed.



Section 3. If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation to be scheduled at the discretion of the Employer.

Section 4. An employee shall have the option of a floating holiday in lieu of General Election Day, to be used at the employee's discretion and with not less than one (1) month's prior notice.

Section 5. On days when the Monmouth County Board of Chosen Freeholders closes all County offices because of snow or other emergency, the following wage rates shall apply:

1. If all offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employee working on that day [11 pm to 11 pm] will receive two times their regular wage for all hours actually worked throughout their full regular shift. In no case shall more than eight (8) hours additional pay be credited.
2. If all offices are closed after 9:00 a.m. for less than a full day, each bargaining unit employee working on that day [11 pm to 11 pm] will be paid two times their regular wage rate for all hours actually worked up to the number of hours the County offices were closed. In no case shall more than eight (8) hours additional pay be credited. All other hours worked on that day shall be paid at the rate called for in this Agreement.
3. 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 [note: each "working day" shall be deemed to be an 8-hour day]:

1. One (1) working day per month worked during the first calendar year of employment.
2. Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at the rate of one day per month.
3. 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.
4. 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.
5. Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth days per month.

Section 2. For purposes of computation, those employees who are hired between January 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. 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 1<sup>st</sup> and December 31<sup>st</sup> inclusive. However, not more than one employee per squad may be scheduled for vacation at any one time, though exceptions may be considered at the sole discretion of the Employer.

Section 5. Employees may receive an advance vacation check for earned leave if they are taking a full week of vacation and if a written request is submitted to their supervisor at least four (4) weeks prior.

Section 6. Vacation schedules will be posted on the first week of November and

the first week of January of each year for employees to schedule their vacations according to seniority for the succeeding half-year. The posting shall be removed by December 15 and March 15, respectively. Vacation time that an employee seeks to schedule after the March 15 posting deadline shall be on a first-come, first-serve basis.

The Employer retains the right to assign vacation days where an employee has selected and scheduled fewer than their fully allotted vacation time by March 15 so that the days are not carried over.

Section 7. Vacations should normally be taken in five (5) day increments, but increments of a day may be approved in the discretion of the Employer.

Section 8. Vacation carry over into a succeeding year will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. An Employee may request a maximum of five (5) days to be carried over into a succeeding year provided that a written request is submitted by October 1. Any carry over vacation time must be used by April 1 of the next year or it will be lost. If approval is not given, then the employee must either promptly schedule the remainder of vacation for the current year or use vacation already scheduled.

## ARTICLE 14

### LEAVES

Section 1. Sick Leave. Sick leave is defined as absence from post or duty by 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. Eight (8) hours [one day per month] earned per month worked during the first year of

employment.

2. One hundred and twenty hours [fifteen days per year] advanced for each calendar year thereafter.

Unused 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 so provided shall be fully descriptive of the condition which required the absence from work and must include a consent provision to provide an Employer-designated doctor the right to request and review the records of the treating doctor to verify the illness.

Section 2. Personal Days. An employee is entitled to twenty-four (24) hours [three (3) days] for administrative leave each year for the transaction of personal business, which shall be given upon prior written notice normally to be given five (5) days prior to anticipated use, except in emergencies, and subject to approval of the Employer. Such leave cannot be accumulated from year to year. Approval of administrative leave shall not be unreasonably withheld unless a staff shortage will be incurred; however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances.

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

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

hereafter adopt by resolution.

Section 5. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty.

Section 6. Compensation Days. An employee with compensation time due them may request use of that time upon prior written notice which shall normally be given five (5) days prior to anticipated use and subject to approval of the Employer. Approval shall not be unreasonably withheld unless a staff shortage will be incurred.

## ARTICLE 15

### BULLETIN BOARD

Section 1. The Employer 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. All notices to be posted by the Union must be presented to the Employer prior to posting to ensure compliance with Section 1.

Section 3. It is agreed that memoranda posted by the Employer shall also be separately maintained in a memo book for review by any employee.

## 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 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 paid through automatic payroll deductions.

The traditional indemnity medical insurance program shall not be offered nor available to employees hired on or after July 1, 1994. Availability of the traditional medical insurance program shall be governed by the County's resolution number 94-267, adopted April 14, 1994 and attached hereto as Appendix B.

Section 3. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$ 3.00 co-pay for prescription drugs and a \$ 1.00 co-pay for those who use generic drugs. 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.

Section 4. 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 5. At the time the County adopts the statutory compensation provided in NISA 34:15-12(a) [and as that law may be amended], for all its unrepresented employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on 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 for the first year.

Section 6. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the Employer 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 7. The Employer shall provide each employee with the opportunity for an annual hearing or eye examination. The scope of the examination will be determined by the Employer and the cost of the examining doctor will be paid by the Employer. If an employee wishes to take advantage of such examination, that employee must schedule it during off-hours and within the first three months of each new year.

## ARTICLE 17 SEPARATION

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

Section 2. 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. Any representative of the employer may accept an immediate oral resignation, but such resignation shall be considered not in good standing unless differently recorded by the Employer.

Section 3. In cases of suspension or dismissal, the Employer shall notify the Union of such action unless otherwise directed by the affected employee.

Section 4. It is agreed that no employee shall be suspended or removed without

just cause.

## 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.

## ARTICLE 19

### COMMITTEES

Section 1. There shall be established a joint Union-County Safety and Health Committee to review safety and health issues, including scheduling, equipment and security. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

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



## ARTICLE 20

### COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained operators, they hereby agree to pay any employee covered by this Agreement additional compensation in the amount of \$35.00 per year of college credit that is obtained by an employee after January 1, 2004 and while employed by the Sheriff or the County. The credit must be from an accredited college, with a final grade of C or higher, and in a course that will be of value to the person in the performance of work for the Employer, which the Employer shall approve.

Section 2. Prior to registration in a course, an Employee must obtain approval to attend the course if the above additional payment is sought. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the union shall review and approve proposed courses. Payment shall not be made without prior approval, which shall not be unreasonably withheld.

## ARTICLE 21

### GENERAL

Section 1. It is agreed that the Employer 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 lawful 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.

## ARTICLE 22

### 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.

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.

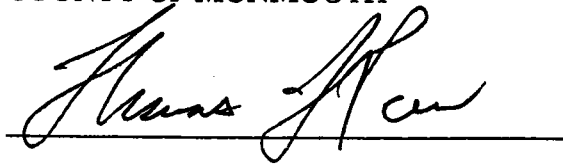
ARTICLE 23

DURATION OF THE AGREEMENT

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

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

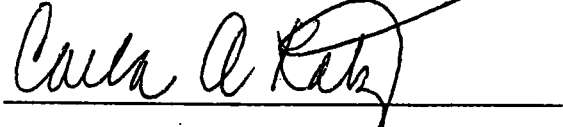
COUNTY OF MONMOUTH



by

Thomas J. Powers  
Deputy Director

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1034



by CARLA KATZ, President

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1034, BRANCH 4



by KEVIN TAURO, President, Branch 4

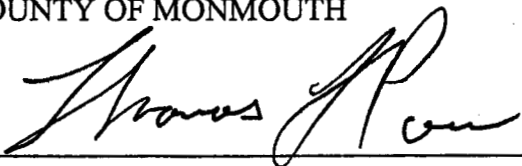
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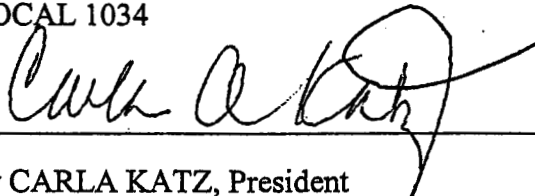
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COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1034, BRANCH 4



by KEVIN TAURO, President, Branch 4

## APPENDIX A – SALARY GUIDE

Public Safety Telecommunicator [movement down by step]:

Step	2004	2005	2006
entry	28,000	28,000	30,000
1	30,000	30,000	30,000
2	32,000	32,000	32,000
3	34,000	34,000	34,000
4	36,000	36,000	36,000
5	38,000	38,000	38,000
6	40,000	40,000	40,000
7		42,000	42,000
8			44,000
maximum	42,500	44,000	45,500.

Senior Public Safety Telecommunicator [movement across]:

Level	2004	2005	2006
1	54,000	56,000	58,000
2	46,000	48,000	50,000.

This step guide will not continue beyond the contract.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resolution No. 03-916

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

Freeholder STOMINSKI offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the CWA Local 1034, Branch 4 have engaged in negotiations with regard to terms and conditions of employment for employees in the radio room [911] unit; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the agreement of the parties; and

WHEREAS, the Board has been advised that the unit represented by CWA Local 1034, Branch 4 has ratified this contract agreement and that it is fair and agreeable to them and to the Sheriff and it is fair and agreeable to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the agreement reached with CWA Local 1034, Branch 4 for the period January 1, 2003 through December 31, 2006 and in accordance with the terms therein set forth in the agreement,

a copy of which is to be filed with the Clerk of the Board.

BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to CWA Local 1034, Branch 4, the Monmouth County Sheriff, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

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

	YES	NO	ABSTAIN	ABSENT
Mr. Stominski	( X )	( )	( )	( )
Mrs. Handlin	( X )	( )	( )	( )
Mr. Narozanick	( X )	( )	( )	( )
Mr. Powers	( X )	( )	( )	( )
Mr. Larrison	( X )	( )	( )	( )

**CERTIFICATION**

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD NOV 25 2003

James King  
CLERK