

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, 2004 through December 31, 2007

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

ARTICLE 1 RECOGNITION

Section 1. The County recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for Blue Collar 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

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pool, highway, traffic safety, and including Chief Bridge Operator.

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 NISA 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

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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.

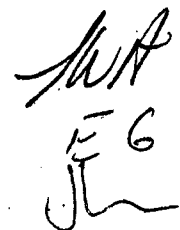
Section 7. The Chief Steward shall be provided with a copy of all disciplinary actions against unit members, unless the affected unit member specifically requests that no notice be given.

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.

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

The Director of Public Works 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. 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, then the employee may elect to proceed through the New Jersey Department of Personnel, Merit System Board, 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 provision of this Agreement.

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

ARTICLE 6

SALARY

Section 1. Effective the first pay period in 2003, the base salary for employees who hold the title of Chief Bridge Operator, who are 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 retroactive wage increase of 3 % over their 2002 salary.

Section 2. Effective the first pay period in 2004, the base salary for employees in the unit who hold the title of Chief Bridge Operator, who are employed by the Employer on the last pay period of 2003, and who are also employed on the date of final ratification of this

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Agreement by the County, shall receive a wage increase/adjustment to \$38,000. All other employees in the unit, and employed by the Employer on the last pay period of 2003, and who are also employed on the date of final ratification of this Agreement by the County shall receive a wage increase of four percent (4 %) over their 2003 salary, effective the first pay period of 2004.

Effective the first pay period in 2004, the minimum salary for Assistant Supervisors and Supervisors in the unit shall be raised by \$ 2,000 and set at \$44,000 and \$48,000, respectively.

Section 3. Effective the first pay period in 2005, the base salary for employees in the unit who hold the title of Chief Bridge Operator shall receive a wage increase/adjustment to \$44,000, and this shall become the new minimum for the title. All other employees in the unit, and employed by the Employer on the last pay period of 2004, shall receive a wage increase of four percent (4 %) over their 2004 salary, effective the first pay period of 2005.

Section 4. All employees in the unit, and employed by the Employer on the last pay period of 2005, shall receive a wage increase of four percent (4 %) over their 2005 salary, effective the first pay period of 2006.

Section 5. All employees in the unit, and employed by the Employer on the last pay period of 2006, shall receive a wage increase of four percent (4 %) over their 2006 salary, effective the first pay period of 2007.

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

ARTICLE 7 UNIFORMS

Section 1. A uniform maintenance allowance shall be paid in the amount of \$600.00, payable in the first pay period of December, beginning 2004. This amount shall be increased to \$800 in 2006.

The uniform allowance shall be pro rated for any unpaid leaves of absence beyond

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one (1) month in duration.

Section 2. 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.

ARTICLE 8 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 locations for a period of three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Chief Steward.

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

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ARTICLE 9
HOURS OF WORK & OVERTIME

Section 1. The normal workweek shall consist of forty (40) hours or five (5) eight (8) hour days, as assigned, to which shall be added a one-half hour paid lunch. Each employee shall be expected to be available for work during their paid half-hour lunch period.

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.

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ARTICLE 10
HOLIDAYS

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

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

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

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

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

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

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive an additional vacation day to be scheduled at the discretion of the Employer.

Section 5. On days when the Employer closes all County offices because of snow or other emergency, the following wage rates shall apply during the duration of the closure:

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

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

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

ARTICLE 11 VACATIONS

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

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

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

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

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

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

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

Section 3. Vacations shall be taken between January 1st and December 31st

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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.

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.

ARTICLE 12

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 accumulative from year to year.

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

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

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

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

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

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ARTICLE 13
HEALTH BENEFITS

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

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

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

Section 4. The statutory compensation provided in NISA 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 NISA 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

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mail, and that they may be implemented without further negotiations.

ARTICLE 14
COMMITTEES

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

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

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

ARTICLE 15
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.

ARTICLE 16
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.

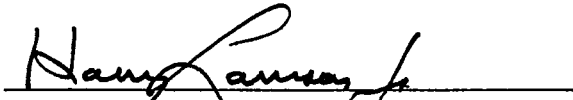
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ARTICLE 17
DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2004 and shall continue in force and effect until December 31, 2007.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this _____ day of _____, 2004.

COUNTY OF MONMOUTH



by: Director HARRY LARRISON, JR.

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS**

IFPTE, LOCAL 196

MONMOUTH COUNTY SUPERVISOR'S ASSOCIATION



by: Thomas W. Aumack JR.

