

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1032 [BRIDGES]**

JANUARY 1, 2008 through DECEMBER 31, 2011

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ARTICLE 1

PREAMBLE

THIS AGREEMENT, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS (hereinafter referred to as the "Employer" or the "County" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO [hereinafter referred to as the "Union"], has as its purpose the promotion of harmonious relations between employer and employee, the establishment of an equitable procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole representative of the employees in the following job classifications: Bridge Operators and Bridge Attendants, but excluding Chief Bridge Operators, confidential employees managerial executives and supervisors, police fire employees, casual employee, employees in other negotiations units, professional employees, and all other employees employed by the County of Monmouth.

ARTICLE 3

UNION SECURITY

Section 1. The Employer agrees to deduct Union dues twice monthly from the base wage of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer. Dues shall be such amount as certified by the Union to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

Deduction of Union dues made pursuant hereto shall be remitted monthly to the CWA, c/o CWA Local 1032, 67 Scotch Road, Ewing, New Jersey 08628, together with a list of employees from whose pay such deductions were made.

Section 2. 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 maybe amended.

Section 3. The CWA agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County with regard to the dues check-off.

ARTICLE 4

UNION ACTIVITY AND INDIVIDUAL RIGHTS

Section 1. The Employer and the Union agree they shall not interfere with the right of employees to become or not to become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 2. Members of the bargaining unit who are designated by the Union may be granted time off with pay to attend Union business and/or training, up to a total of six (6) aggregate days per year for the unit. These days shall not be carried over from year to year.

Section 3. The Employer and the Union agree they shall not discriminate against any employee on the basis of race, color, creed, sex or national origin.

Section 4. 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 working hours and such permission shall not be unreasonably withheld, consistent with the above.

ARTICLE 5

VISITATION RIGHTS

Section 1. Where it is reasonable and necessary for a Union agent, other than an employee of the County Bridge department, to enter a County Bridge facility to investigate a previously filed grievance, such agent shall first secure written permission from the County Bridge Superintendent. A mutually satisfactory date and time for the visit shall then be scheduled.

Section 2. A representative of the County shall accompany a Union agent while that agent is at a County Bridge operation.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. The County will continue to retain all of the rights and authority heretofore had by it, except where such rights and authority are specifically relinquished or limited by provisions of this Agreement.

Section 2. The County shall have the sole right, responsibility and prerogative in the management of County affairs and the direction of its working force, including, but not limited to, the following:

(1) To determine the care, maintenance and operation of equipment and property used for and on behalf of the County;

(2) To establish or continue policies, practices and procedures for the conduct of County business and, from time to time, to change or abolish such policies or procedures;

(3) To discontinue processes or operations or to discontinue their performance by employees;

(4) To select and determine the number and types of employees required to perform the County operation;

(5) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons where it shall be in the best interest of the County or department, provided however, the same shall be in accordance with Title 11 A;

(6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the County, provided such rules and regulations are made known in a reasonable manner to the employee affected by them;

(7) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;

(8) To establish contracts or subcontracts for County operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees shall be continued to be so performed unless, in the sole judgment of the County, it can be done more economically or expeditiously otherwise.

Section 3. It is understood that the above rights, responsibilities and prerogatives are inherent in the Monmouth County Board of Chosen Freeholders by virtue of statutory provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance.

ARTICLE 7

NO STRIKE PROVISION

Section 1. Neither the Union nor any officers, agents or employees of the Union will, for any reason, instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operation of Monmouth County bridges, motor vehicles, boats or pedestrian traffic connected with bridge operations.

Section 2. Any employee who violates any of the provisions of this Article may be discharged or otherwise disciplined by the County.

ARTICLE 8

WORK RULES AND WORK SCHEDULE

Section 1. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 2. Where the nature of the work involved requires continuous operation on a twenty-four (24) hour per day, seven (7) days per week basis, the regular schedule of work shall consist of forty (40) hours, five (5) days of eight (8) hours.

Section 3. Overtime. All hours worked over forty (40) hours actually worked within a designated work week, shall be paid at the rate of time one and one-half (1 ½) regular rate of pay. All such overtime hours must be approved by a supervisor prior to being worked. Overtime opportunities will be distributed as equally as possible according to seniority among employees who regularly perform such work, subject to Superintendent's approval.

Section 4. Computation. 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.

Section 5. It is understood that deviations from regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to, rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered as a violation of this contract. The Employer shall endeavor to give reasonable notice of any

schedule change beforehand and shall provide sixteen (16) hours off between any regular shift changes.

Section 6. In the event there is a deviation from the regular schedule of work that results in an employee working a double shift in one day (other than by rotation of shift) the employee, shall receive \$14.00 per diem meal allowance for each such event.

Section 7. If an employee is called in from home by a supervisor to perform work, the employee shall be guaranteed a minimum of four (4) hours work at time and one half compensation for all hours worked from the time the employee reports, to work until the start of employee's next regularly scheduled shift.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. A "Grievance" shall mean a complaint by an employee that there has been a misinterpretation or violation of policies, agreements or administrative decisions affecting same under this contract.

Section 2. Procedure to be followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. 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.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within fourteen calendar (14) days from when the cause for the grievance first occurred.

Step 1

Any employee having a grievance shall present it in the first instance to the bridge Chief Bridge Operator within fourteen calendar (14) days after the occurrence of the event out of which the grievance arises. The Chief Bridge Operator shall meet with the grievant and representative, and render a decision in the grievance within five (5) calendar days.

Step 2

If the employee is not satisfied with the decision of the Chief Bridge Operator at the first step, the grievance shall be put in writing, signed by the employee, and sent to the Bridge Superintendent within seven (7) calendar days after the decision of the employee's Chief Bridge Operator is due or received, whichever is earlier. Copies of the written grievance shall be

forwarded to the Union, the Director of Public Works and Engineering and to the Personnel Officer.

The Bridge Superintendent or designated representative shall, within seven (7) calendar days of the receipt of the written grievance, arrange a meeting with the employee and their representative. The Bridge Superintendent shall give to the employee and the Union a written answer to the grievance within seven (7) calendar days after the date of such meeting.

Step 3

If the employee or the Union is not satisfied with the written answer of the Bridge Superintendent, the Union shall, within ten (10) calendar days following the date of the written answer of the Bridge Superintendent is received or due, whichever is earlier, submit to the Director of Public Works and Engineering a written request for a review of the Step 2 decision. If necessary, a meeting may be arranged at a mutually agreeable time and place, after the written request for discussion. The employee shall be entitled to be present at such meeting. The Director of Public Works and Engineering or designated representative shall nonetheless give a written decision to the employee and the Union within ten (10) calendar days after receipt, or within such additional period of time that may be mutually agreed upon.

Step 4

If the grievance is still unsettled, the Union may, within thirty (30) calendar days after the decision of the Director of Public Works and Engineering is due or received, whichever is earlier, give written notice demanding arbitration through the Public Employment Relations Commission.

The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by both parties.

Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 3. Representation. In using the grievance procedure established herein, an employee is entitled at each Step to be represented by a Union representative.

Section 4. Exceptions to Grievance Procedure. This procedure shall not serve as an avenue of appeal for matters which must by law be decided by the Merit System Board through its exclusive appeal procedures.

ARTICLE 10

SALARY

Section 1. Effective January 1, 2008, all base salaries will be increased for existing employees by \$3,000. Any employee hired during 2008 will be placed at this new minimum starting salary guide, without any percentage rate increase for 2007. Any employee not employed as of the date of ratification of this Agreement, is not entitled to any retroactive pay, including the adjustment to base salary.

Section 2. All employees in the unit, and employed by the Employer on December 31, 2007, shall receive a wage increase of three and three-quarter percent (3.75%), effective January 1, 2008 after the (\$3,000) roll-in to base salary set forth above.

Section 3. All employees in the unit, and employed by the Employer on the last pay period of 2008, shall received a wage increase of three and three-quarter percent (3.75%), effective the first pay period of 2009.

Section 4. All employees in the unit, and employed by the Employer on the last pay period of 2009, shall receive a wage increase of three and three-quarter percent (3.75%), effective the first pay period of 2010.

Section 5. All employees in the unit, and employed by the Employer on the last pay period of 2010, shall receive a wage increase of three and three quarter percent (3.75%), effective the first pay period of 2011.

Section 6. Effective the first full pay period of January 2008, the starting salary for Bridge Attendants shall be \$25,000. The starting salary for Bridge Operators shall be \$29,000.

Section 7. It is understood that those Bridge Attendants that are promoted to Bridge Operator shall receive a minimum of six (6%) percent increase in addition to their base salary for Bridge Attendant or the minimum of the higher level range, whichever is greater.

Section 8. If it is necessary that an attendant be assigned as an operator or that an operator be assigned as a Chief Operator, additional compensation for performing the higher function shall be allowed to permanent (not temporary or emergency employees) employees as follows: if an employee is assigned to duties of a higher level, that employee shall receive for such services the additional compensation equal to five (5%) of their base salary for each hour of the assignment or compensation equivalent to the minimum salary for the higher position, whichever compensation is higher.

ARTICLE 11

UNIFORM AND MAINTENANCE ALLOWANCE

Employees are required to come to work in a presentable fashion (presentable shorts are permitted) with appropriate footwear.

ARTICLE 12

MEDICAL COVERAGE

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.

Section 4. 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 co-pay for prescription drugs of \$15 for brand drugs and \$5 for generic drugs, retail, and \$10 for brand drugs and \$0.00 for generic drugs, by mail.

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

Section 6. The statutory compensation provided in 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 of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the

same amount of take home pay [net pay] as they were receiving prior to then-disability leave for the first year. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply. An employee shall in no way suffer a reduction of net pay as a result of a work related injury or disability during the first year of such disability.

ARTICLE 13

SICK LEAVE

Section 1. Sick leave shall be defined as absence because of illness, accident or exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill and in need of the constant care of such employee. Sick leave shall not include any extended period where the employee serves as nurse or housekeeper during a period of illness.

Section 2. Eligible full-time employees shall earn sick leave according to the following schedule:

- (1) One (1) day per month working during the first calendar year of employment; and
- (2) One and one-quarter (1-1/4) days per month working during each year thereafter.
- (3) Although sick leave can be taken in less than full periods, it is understood that an absence for four (4) hours or less shall be considered one-half (1/2) day, and an absence for four (4) hours or more shall be considered as one (1) full day.

Section 3. Any sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year to year for use when later needed.

Section 4. If an employee is absent for reasons that entitle him to sick leave, their supervisor shall be notified promptly and not less than one-half (1/2) hour before the employee's usual or scheduled reporting time. Failure to so notify may cause a denial of the use of sick leave for that absence and may also constitute cause for disciplinary action. Calls concerning absences must be repeated daily.

The Employer may require proof of illness of any employee on sick leave. Further, an employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent for periods totaling ten (10) days in one (1) calendar year consisting of periods

of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which case only (1) certificate is necessary for a period of six (6) months.

Section 5. On retirement, each employee who has been granted sick leave shall be entitled to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective day of retirement.

The amount of supplemental compensation shall be computed at the rate of one-half of an employee's daily rate of pay for each day of accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. No lump sum supplemental compensation payment shall exceed \$15,000.

ARTICLE 14

VACATIONS

Section 1. The following vacation time will be earned:

New employees: One (1) day for each month worked.

Twelve (12) days per year after the first calendar year of employment, up to and including five (5) years of service.

Fifteen (15) days per year beyond five (5) years, up to and including twelve (12) years.

Twenty (20) days per year beyond thirteen (13) years, up to and including nineteen (19) years.

After twenty (20) years of employment, twenty-five (25) days per year.

Section 2. An employee who is employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave; an employee with six (6) months or less service during their first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 3. Vacation carryover 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 to the Monmouth County Administrator by October 1 of the prior year. Any carry over vacation time that is granted 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 15

HOLIDAYS

All employees shall be afforded fourteen (14) alternate holidays per year, two (2) of which may be utilized at his discretion as emergency/personal leave days, but such emergency/personal leave days shall not count as worked for overtime purposes. It is agreed and understood that employees may not utilize any alternate holidays during the annual period between Memorial Day and Labor Day (including those actual days). The alternate holidays will be subject to a bidding process similar to the vacation bidding process. It is specifically agreed and understood that when an employee works on a recognized holiday, he or she is not entitled to any type of additional compensation for such work.

ARTICLE 16

BEREAVEMENT LEAVE

Section 1. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child.

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 or other member of the employee's immediate household.

Section 2. The County reserves the right to verify the legal relationship of a decedent to an employee requesting bereavement leave or to require verification of death.

Section 3. 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.

ARTICLE 17

COURT APPEARANCE

Section 1. Employees required to appear in court outside of their scheduled working hours shall be compensated for that time if the court appearance is required in connection with bridge work only. No compensation will be paid if the employee is a party in the proceeding.

Section 2. An employee shall be granted necessary time off without loss of pay when summoned for jury duty as prescribed by applicable law and New Jersey Department of Personnel rules. If an employee receives compensation for jury duty service, that compensation shall be turned over to the County by the employee in exchange for the employee's regular rate of pay.

ARTICLE 18

HEALTH AND SAFETY

Section 1. The County and the Union shall each designate two (2) safety committee members. It shall be their joint responsibility to investigate safety and health conditions and to make recommendation to either or both parties when appropriate. The committee shall meet not more than quarterly on the written request of either party, which request shall include an expected agenda.

Section 2. The Safety Committee members representing the Union shall be permitted a reasonable opportunity to visit work locations where employees covered by this Agreement perform their duties for purpose of investigating safety and health conditions during working hours.

ARTICLE 19

SEVERABILITY AND SAVINGS

Section 1. If, by proper legislative or judicial authority or court of competent jurisdiction, any provision of this Agreement is subsequently declared to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. This Agreement is the entire agreement of the parties, terminating all prior agreements and practices and concluding all collective bargaining during the term of the Agreement.

Section 3. During the term of this Agreement the Union waives the right to bargain with respect to any subject or matter referred to or covered herein or to any subject or matter not specifically referred to or covered herein, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE 20

EXTENT AND DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2008 and shall continue in full force until December 31, 2011 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals a Freehold, Monmouth County, New Jersey, this ____ day of _____, 2008.

COUNTY OF MONMOUTH

By: [Signature] 7/25/08 [Signature] 7/29/08

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO LOCAL 1032:

By: [Signature] 7/18/08
[Signature] 7/18/08
[Signature] 7/18/08
[Signature] 7/18/08
[Signature] 7/21/08
CWA Representative