

1732

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

PUBLIC EMPLOYEES SERVICE UNION

LOCAL 702

[SPECIAL CITIZENS AREA TRANSPORTATION (SCAT) UNIT]

January 1, 1994 through December 31, 1997

[addendum agreement]

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	SHOP STEWARD	5
4	MANAGEMENT RIGHTS	7
5	GRIEVANCE PROCEDURE	9
6	SALARY	12
7	SENIORITY	14
8	HOURS OF WORK AND OVERTIME	16
9	UNIFORMS	18
10	HOLIDAYS	19
11	VACATIONS	21
12	LEAVES	24
13	BULLETIN BOARD	27
14	HEALTH BENEFITS	28
15	SEPARATION, DISCHARGE AND DISCIPLINE	30
16	COMMITTEES	31
17	GENERAL	32
18	FULL BARGAIN PROVISION/PAST PRACTICE	33
19	DURATION OF AGREEMENT	34

This Agreement is entered into this day of
October, 1995, by and between the MONMOUTH COUNTY BOARD OF CHOSEN
FREEHOLDERS [hereinafter called the Employer or the County] and
the PUBLIC EMPLOYEES SERVICE UNION, LOCAL 702, 2175 Highway 35,
Suite A, Sea Girt, New Jersey 08750 [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

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 all full-time and all part-time [eligible for benefits] Special Citizens Area Transportation [SCAT] employees of the County of Monmouth in the following titles, including variants and senior variants on said titles, but excluding Confidential Employees [confidential secretary to director], Managerial Executives, Police, Professional and Supervisory employees:

MV Operator elderly/handicapped
Mechanic
Clerical.

ARTICLE 2
UNION SECURITY

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

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

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

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

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

Section 3. If an employee chooses not to become a member of the Union, then that employee will be required to pay a

representation fee in lieu of dues to the Union. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as majority representative.

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under N.J.S.A. 34:13A-5.5 through 5.8, and as that law may be amended. This representation fee shall be retroactively applied to March 16, 1992 for those individuals who remain non-members on the date of ratification of this agreement.

Section 3. 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 shall be entitled to name one (1) Steward and one (1) Alternate Steward. The Union will provide written notification to the Employer of each Steward and Alternate Steward which represents. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Steward, or the Alternate Steward in the absence of the Steward, shall restrict their activities to the handling of grievances. The Steward shall be allowed a reasonable amount of time for this purpose, but only to such extent as does not neglect, retard or interfere with their work or duties for the County, or with the work or duties of other employees. Stewards must ask their supervisor for permission to investigate and adjust grievances, and such permission shall be granted without unreasonable delay and at no loss of pay.

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

Section 4. The authorized representative of the Union may have access to the shop area on application to the office of the Director of SCAT. Such representative of the Union shall not interfere with the employees or cause them to neglect their work.

ARTICLE 4
MANAGEMENT RIGHTS

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

Section 2. Among the rights retained by the County are its right to direct the working forces, to plan, direct and control all the operations and services of the 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.

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

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.

Section 4. Assignment and re-assignment of drivers to garage sites or routes shall be exclusively a management right.

Section 5. Employees regularly assigned a vehicle for transportation shall be responsible for having that vehicle cleaned at least once a month at County expense, provided that the Director of SCAT shall determine the manner in which the vehicles are to be cleaned and at what location.

In addition, each such employee shall be responsible for performing daily safety and maintenance checks on their assigned vehicles for tires, fluids, interior cleanliness and the like.

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 in writing 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 the grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the decision.

STEP 1. The grievance, when it first arises, shall be taken up between the employee, the Steward, and the immediate supervisor. The immediate supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.

STEP 2. If no satisfactory settlement is reached during the first Step, the grievance shall be reduced to writing within three (3) working days. The grievance must state the specific provision of the Agreement brought into question and it

shall be served by the Steward upon the Director of Transportation. Within five (5) working days thereafter, the grievance shall be discussed between the Director and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the decision given by the Director of Transportation does not satisfactorily settle the grievance, the Union shall notify the Director of Human Services, who may meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

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

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

time use another procedure to settle the grievance.

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

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. All employees in the unit employed by the County on or before December 31, 1993, and who are employed by the County on the date of final ratification of this Agreement by the County, shall receive a raise of four and one-half percent (4.50 %) effective January 1, 1994 and retroactive to that date.

Section 2. All employees in the unit employed by the County on or before December 31, 1994, shall receive a raise of five and one-half percent (5.50 %) effective March 1, 1995.

Section 3. All employees in the unit, and now including the added clerical titles, employed by the County on or before December 31, 1995, shall receive a raise of five and one-half percent (5.50 %) effective March 1, 1996.

Section 4. All employees in the unit employed by the County on or before December 31, 1996, and who are employed by the County on the date of final ratification, shall receive a raise, the amount of which shall be determined by negotiations between the County and PSEU Local 702 which shall take place prior to an effective date of January 1, 1997.

Section 5. It is agreed that should the Board of Chosen Freeholders grant a longevity program generally to its unrepresented employees, then negotiations will be re-opened on application of the said longevity program to this Unit. It is understood that this provision shall not apply should the Board

of Chosen Freeholders grant a longevity plan where binding interest arbitration applies or as a result of longevity given in lieu of a wage increase.

ARTICLE 7

SENIORITY

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

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

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work and physical fitness are equal, as determined by the Director of Transportation.

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

Section 4. The Employer agrees to post notices of job vacancies and newly created positions 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 Steward.

The filling of these vacancies and positions shall be subject to New Jersey Department of Personnel regulations. Each interested employee shall be interviewed and thereafter provided with the reason why not promoted to fill a vacancy or position.

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

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

ARTICLE 8

HOURS OF WORK & OVERTIME

Section 1. The normal work week of full-time employees shall consist of either forty (40) or thirty-five (35) hours [as presently assigned] on five (5) consecutive eight (8) or seven (7) hour days; the normal work week for all other employees shall be as assigned, with a minimum of twenty-five (25) hours weekly. Normal work days shall be Monday through Saturday.

Section 2. All employees shall receive time and one half pay for all hours worked in excess of forty (40) hours in any given week, provided that only actual hours worked, approved vacation time and approved personal time will be included in determining hours actually worked in a week.

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

Employees working a split assignment commencing after normal work hours or on a Sunday or holiday shall be paid premium pay during the actual work time and straight time during the down time between.

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

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

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

Section 8. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay. The scheduling of all meals and coffee breaks shall be the responsibility of the Director of Transportation or designee. In the event that a break cannot be scheduled, then the affected employee shall receive pay for the missed break time.

ARTICLE 9

UNIFORMS

Section 1. The County shall set and establish a dress code for SCAT drivers.

Section 2. The County shall provide uniforms at the levels as set by the uniform committee, but it reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the uniform committee.

Section 3. This Article shall apply only to the titles of MV Operator elderly/handicapped and Mechanic.

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, split assignments excepted.

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 day of vacation to be scheduled at the discretion of the Employer.

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

(a) If all 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 throughout the full shift.

(b) If all offices are closed after 9:00 a.m. or for less than a full day, each bargaining unit employee working during the closure will be paid two times their regular wage rate for all hours actually worked between the time the County offices are closed and 4:30 p.m. 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.

(d) During any county-wide closure, daily wages to be paid those not working will be based upon their average hours worked the previous month.

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

January 1st of the following year.

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

Section 4. Vacations shall be taken between January 1st and December 31st inclusive, with the following specialized rule to apply: supervisory employees will not be considered when determining how many employees may be on vacation at one time.

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 three (3) weeks prior.

Section 6. Vacation schedules will be posted in the department on December 1 of the preceding year for employees to schedule their vacations according to seniority. The posting shall be removed by March 31, or sooner if fully completed.

It is understood that not more than two (2) employees may schedule a vacation at the same time unless approved in writing by the Director of Transportation. For employees in clerical titles, this number shall be one (1). In the event two (2) or more employees request the same vacation period, seniority shall determine which two (2) employees will be given vacation.

Section 7. Vacations shall be taken in five (5) day increments except as otherwise agreed with the Employer.

Section 8. Vacation time of five (5) days may be carried over into a succeeding year provided that a written

request is submitted not later than September 1 of a preceding year and approved by the Director of Transportation on or by October 1 of a preceding year. If an approval is not received, then the request shall be deemed denied, and the affected employee must then immediately schedule the remainder of vacation for the current 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 1/4) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

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

Section 2. Personal Days. An employee is entitled to three (3) administrative days leave for the transaction of personal business upon prior written notice and approval of the Department Head. Such leave cannot be accumulated from year. It

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

Section 4. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child, including step-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. 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 \$ 12,000.00 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, when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the

agency, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. It is understood that employees will be permitted to keep any fee or expenses paid by the Courts while serving of jury duty. A copy of subpoena or order to appear must be furnished to the Employer prior to the absence.

ARTICLE 13

BULLETIN BOARD

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

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

ARTICLE 14
HEALTH BENEFITS

Section 1. It is agreed that the County may implement a medical Point of Service (POS) insurance plan as is or has been studied by the special committee of employees specifically established to conduct such study. Upon completion of said study and selection of a carrier by said committee and the County, the County shall have the right to implement such plan without further negotiations. 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 and administered by BPA. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs, the amount to be jointly determined later, and made through automatic payroll deductions.

Section 3. The traditional indemnity medical insurance program shall not be offered to employees hired on July 4, 1994 or thereafter.

Section 4. In settlement of the matter of PESU Local 702 vs. County of Monmouth, docketed before the Public Employment Relations Commission as Docket No. CO-93-1, it is agreed that the

County shall continue to provide \$4.00 per week in lieu of payment wages for the Local 702 family dental plan. At such time as the County offers an approved cafeteria plan of benefits, each employee will be given the option of continuing this program or withdrawing from it and having their base pay increased by \$ 208.00.

Section 5. Mandatory drug testing of employees shall be commenced if required as a condition of grant receipt by the Federal Government.

ARTICLE 15

SEPARATION, DISCHARGE AND DISCIPLINE

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

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

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

Section 3. Employees shall not, under any circumstance, accept gifts or other gratuities from persons who are being transported. The sole exception is the present procedure of receiving and handling anonymous donations in sealed envelopes, which shall continue.

ARTICLE 16

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 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 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.

Section 3. Vehicle maintenance logs will be maintained in each vehicle at all times. Each driver shall be responsible to see that such vehicle maintenance log is present before commencing a run and shall sign the log at the end of each day.

Section 4. A Commercial Driver License is required for the performance of job functions of all drivers and mechanics. All such employees shall be required to obtain a Commercial Driver License [CDL] on or by December 1, 1992 or be subject to termination. The County shall agree to pay the license cost, including renewal cost.

ARTICLE 17

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 out because of legal union activities.

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

Section 3. It is agreed that the Employer may assign training as a part of the work day to enhance job skills and responsibilities.

ARTICLE 18

FULL BARGAIN PROVISION

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

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

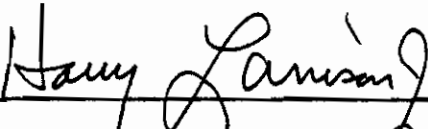
ARTICLE 19

DURATION OF THE AGREEMENT

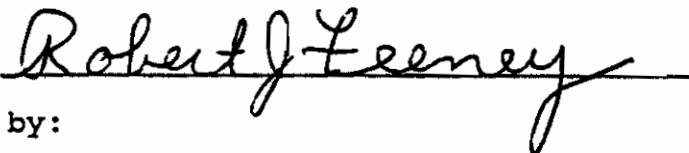
This Agreement shall be effective January 1, 1994 and shall continue in force and effect until December 31, 1997.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 19th day of October, 1995.

COUNTY OF MONMOUTH


by: Director HARRY LARRISON, JR.

PUBLIC EMPLOYEES SERVICE UNION, LOCAL 702


by:

RESOLUTION TO ADOPT ADDENDUM AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND PUBLIC EMPLOYEES SERVICE UNION, LOCAL 702 [SPECIAL CITIZENS AREA TRANSPORTATION (SCAT) UNIT]

Freeholder **NAROZANICK** offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders and the Public Employees Service Union Local 702 have engaged in negotiations with regard to an addendum to a contract in an expanded unit of employees comprising Special Citizens Area Transportation (SCAT) employees; and

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

WHEREAS, the Board has been advised that the Public Employees Service Union Local 702 has ratified this addendum agreement.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby adopts the addendum agreement with the Public Employees Service Union Local 702 for the period January 1, 1994 through December 31, 1997 and in accordance with the terms therein set forth, 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 the Public Employees Service Union Local 702, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder **HANDLIN** 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 9 1895

Rochelle James

CLERK