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AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

TEAMSTERS LOCAL NO. 11

[BLUE COLLAR UNIT]

January 1, 1989 through December 31, 1991

final contract

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	PREAMBLE	2
2	RECOGNITION	3
3	UNION SECURITY	6
4	SHOP STEWARD	10
5	MANAGEMENT RIGHTS	12
6	GRIEVANCE PROCEDURE	14
7	SALARY	17
8	SENIORITY	19
9	HOURS OF WORK AND OVERTIME	21
10	OUT OF TITLE PAY	23
11	FOREMAN PERFORMING WORK OF UNIT	24
12	UNIFORMS	25
13	HOLIDAYS	26
14	VACATIONS	29
15	LEAVES	31
16	BULLETIN BOARD	33
17	FRINGE BENEFITS	34
18	SEPARATION, DISCHARGE AND DISCIPLINE	35
19	VETERAN'S AND FIREMEN RIGHTS	36
20	COMMITTEES	38
21	GENERAL	39
22	FULL BARGAIN PROVISION/PAST PRACTICE	40
23	DURATION OF AGREEMENT	41
	SIGNATURE PAGE	41
	APPENDIX A [RECLAMATION]	42
	APPENDIX B [SCAT]	44

This Agreement is entered into this 13th day of April, 1989, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, Hall of Records, Freehold, New Jersey 07728, [hereinafter called the Employer or the County] and the TEAMSTERS LOCAL NO. 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 6-7 Village Square East, Botany Village, Clifton, New Jersey 077011, [hereinafter called the Union]:

ARTICLE 1

PREAMBLE

The County endorses the practice and procedure of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the County to retain the right effectively to operate in a responsible and efficient manner consonant with the paramount interests of the County.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the Laws or regulations thereunder of the State of New Jersey. It is the intention of this Agreement to provide where not otherwise mandated by statutes or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement to prevent interruptions of work and interferences with efficient operations of the County, and provide an orderly and prompt method for handling and processing grievances.

ARTICLE 2
RECOGNITION

The County recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and conditions of employment for all Blue Collar employees of the County of Monmouth in the following titles, including variants and senior variants on said titles, but excluding Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisors within the meaning of the Act:

HIGHWAY

Body Fender Mechanic	Mechanic
Equipment Operator	Mechanic/Diesel
Security Guard	Mechanic Helper
Heavy Equipment Operator	Truck Driver
Laborer	Storekeeper Auto
Stock Handler	

PUBLIC BUILDINGS AND GROUNDS

Building Maintenance Worker	Plumber
Plumber Helper	Plumber Steamfitter
Carpenter	Painter
Electrician	Security Guard
Groundskeeper	Maintenance Repairer
Maintenance Repairer, LPL	Security Guard
Boiler Operator	Locksmith
Building Service Worker	

TRAFFIC SAFETY/ENGINEERING

Electrician	Traffic Signal Repairer
Traffic Maintenance Worker	Traffic Signal Electrician

CENTRAL MOTOR POOL

Body Fender Mechanic	Mechanic
Laborer	Truck Driver
Mechanic Helper	Welder

BRIDGE MAINTENANCE DEPARTMENT

Bridge Repairer	Laborer
Bridge Construction Worker	Painter

SHADE TREE

Tree Climber	Inspector, Gypsy Moth
Tree Trimmer	

RECLAMATION*

Compactor/ Truck Driver	Laborer
Electrician	Mechanic/Diesel
Equipment Operator	Weighmaster
Heavy Equipment Operator	Welder
Mechanical Repair Stationary Equipment	

*Reclamation employees shall also be governed by Appendix A, attached hereto.

SPECIAL CITIZENS AREA TRANSPORTATION (SCAT)*

MV operator elderly/handicapped	Mechanic
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*Special Citizens Area Transportation (SCAT) employees shall also be governed by Appendix B, attached hereto.

ARTICLE 3

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. All present employees who are not members of the Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at time of hire, newly hired employees who fall within the bargaining unit will be informed by their respective shop stewards that they have the opportunity to join the Union two (2) months thereafter or pay to the Union a Representation Fee.

Section 2. (a) The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union pursuant to the provisions of N.J.S. 52:14-15.9e. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees monthly dues and initiation fees. Such deductions shall be made from the first salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

(b) 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. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

(c) In the event that a member's dues are not paid due to the fact that a member did not receive a paycheck at the time dues deductions were made, the County shall make appropriate retroactive dues deductions on the first paycheck following receipt of a certification of the amount of arrearage from the Union.

Section 3.(a) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

(b) Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount as permitted by law.

(c) 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of

those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Employer; or

(b) Two (2) months after the employee begins employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics

for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. On or about the last day of each month, the Employer will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6 and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

8. The Union agrees to hold the County harmless from any action taken by the County under the provisions of this Article.

ARTICLE 4
SHOP STEWARD

Section 1. (a) For the purpose of representation within a department, the Union shall be entitled to one (1) Steward and one (1) Alternate Steward, per department or district, who shall restrict their activities to the handling of grievances, and in this connection, shall be allowed a reasonable amount of time for this purpose. Stewards must ask their Foreman for permission to investigate and adjust grievances, and such permission shall be granted without unreasonable delay and at no loss of pay.

(b) The County is under no obligation to pay Shop Stewards for time spent in grievance meetings when they are not scheduled to work.

(c) With the exception of processing grievance matters and negotiating contracts, the Stewards will not be allowed to transact any business on County time.

(d) Stewards may receive, but not solicit, and may discuss complaints and grievances of employees on the premises and time of the County - but only to such extent as does not neglect, retard or interfere with the work and duties of the Shop Stewards for the County, or with the work or duties of employees.

(e) The authorized business representative of the Union may have access to the shop area when they apply at the office of the respective Department Head. Such representative of the Union shall not interfere with the employees or cause them to neglect their work.

The authorized business representative of the Union, while on a visit to County property, shall hold the County harmless against any injuries or accidents that may incur while on County property.

(f) The Union will provide written notification to the Employer of each Steward and Alternate Steward which it wishes to have represent it and shall notify the employer of any changes in designations as they occur.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. It is recognized that the County has and will continue to retain the rights and responsibilities to direct the affairs of the departments covered by this contract in all its various aspects.

Section 2. Among the rights retained by the County are its rights 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 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; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

Section 3. The exercise of these rights shall not conflict with any of the express provisions of this Agreement.

Section 4. It is further agreed that the above detailed management rights shall in no way be deemed to exclude any other management right not specifically set forth.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim by an employee that said employee has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within five (5) working days from the time when the cause for the grievance occurred, and procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

Section 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit 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 orally between the employee, the Shop Steward, and the Foreman. The Foreman shall within five (5) working days thereafter give an oral or a written decision on the grievance.

STEP 2. (a) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing within three (3) working days and the Shop Steward shall serve the same upon the Department Head. Within three (3) working days thereafter, the grievance shall be discussed between the Department

Head of the respective department involved and representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter.

(b) In the event the grievance is not settled at Step No. 2 of this procedure, the employee may elect to proceed through Civil Service or Step No. 3 of this Grievance Procedure. However, upon selection of either Civil Service procedure or Step No. 3 of this Grievance Procedure, the choice of the employee becomes exclusive in nature and he cannot avail himself at a later time of the procedure not used by him to settle a grievance.

(c) Employee must put in writing, to the Union, who will represent them in a grievance.

STEP 3. If the decision given by the Department Head of the respective Department involved to the Union does not satisfactorily settle the grievance, the Union shall notify the Director of Public Works, who shall meet with a representative of the Union within five (5) working days after receipt of such notice by the Director of Public Works. A written decision shall be given to the Union within three (3) working days thereafter.

STEP 4. (a) In the event the grievance is not satisfactorily settled by the meeting between the Director of Public Works and the representative of the Union, then it is mutually agreed that within then (10) working days 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, who shall have the power to hear and determine the dispute and the Arbitrator's decision

shall be final and binding.

(b) 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.

(c) 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.

(d) 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 at Step No. 3 of the Grievance Procedure. If the matter is not satisfactorily settled at the meeting, or within five (5) working days thereafter, the grievance may be processed through Step No. 4 of the Grievance Procedure.

ARTICLE 7

SALARY

Section 1. Minimum starting salaries for covered titles within the bargaining unit shall be established in accordance with Article 5, Section 2.

Section 2. All employees in the unit employed by the County on or before December 31, 1988, and who are employed by the County on the date of final ratification of this Agreement by the County, shall receive a raise of six percent (6%) effective January 1, 1989; provided, however, that if the County grants a general wage increase greater than this amount, then the raise under this section will be increased to that greater amount.

The raises for 1989 shall be retroactive to January 1, 1989.

Section 3. All employees in the unit employed by the County on or before December 31, 1989, shall receive a raise of six percent (6%) effective January 1, 1990; provided, however, that if the County grants a general wage increase greater than this amount, then the raise under this section will be increased to that greater amount.

Section 4. All employees in the unit employed by the County on or before December 31, 1990, shall receive a raise of five percent (5%) effective January 1, 1991; provided, however, that if the County grants a general wage increase greater than this amount, then the raise under this section will be increased to that greater amount.

Section 5. On July 1st of each year of the Agreement, the County shall contribute the sum of \$20.80 for each bargaining unit

member employed by the County as of that date to the Union Education Fund upon presentation of voucher by the Union to the Treasurer of the Employer.

Section 6. Employees assigned to the Monmouth County Correction Institution shall, during the time of such assignment, receive pay calculated upon base salary plus an additional \$ 500.00 annualized salary.

Section 7. Employees required to carry beepers during off-duty hours shall receive an additional five percent (5%) of their base salary per week for the time of the assignment.

ARTICLE 8

SENIORITY

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

Section 2. Where ability to perform work and physical fitness are equal as determined by Department Supervisor, seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule. Seniority in classification will be considered in transfers and reassignments in accordance with Civil Service Regulations with the County having the final authority to reassign or transfer as the work load dictates.

Section 3. The first three (3) months of continuous service for all new employees shall be considered a Probationary Period. During an employee's Probationary Period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during this Probationary Period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the Probationary Period.

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 Shop Steward. The filling of these vacancies and positions shall be subject to Civil Service Rules and

Regulations. The appropriate Department Head shall interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position.

Section 5. If reduction of force becomes necessary, said reduction shall be in accordance with Civil Service Rules and Regulations.

Section 6. The County shall maintain an accurate up-to-date 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. It is understood that such requests shall not be made on less than a quarterly basis. If such a list is requested and provided, the Union shall have forty-five (45) days thereafter to provide the Employer with written objections to the accuracy of the roster; 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 9

HOURS OF WORK & OVERTIME

Section 1. (a) The normal work week shall consist of forty (40) hours or five (5) consecutive eight (8) hour days.

(b) Except for those employees designated in subsection (c), below, the normal work days shall be Monday through Friday.

(c) Those employees assigned to twenty-four (24) hour per day, seven (7) day per week operations, may be scheduled for a work week of any five (5) consecutive eight (8) hour days.

(d) The foregoing definitions of the work week are to serve solely as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

Section 2. (a) All employees shall receive time and one half pay for all hours worked in excess of eight (8) hours in any day, or in excess of forty (40) hours in any given week.

(b) All employees except the Section 1(c) employees shall be compensated at one and one-half times the regular hourly rate of pay for work performed on Saturdays.

(c) All employees except Section 1 (c) employees shall be compensated at twice the regular hourly rate of pay for any work performed on Sundays.

Section 3. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. (a) 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 chores.

(b) The County and the Union agree that management 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 7. Except in cases of emergency or in the event of performance of an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week the duties of employees in the Bargaining Unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary layoff due to a reduction of force.

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.

Section 9. It is agreed that the present County procedure as to scheduling time off for meals during overtime shall continue in effect.

ARTICLE 10
OUT OF TITLE PAY

Section 1. An employee who is authorized by his Supervisor to perform functions of a higher position shall receive an additional compensation equal to five percent (5%) of his base pay or the minimum rate for the higher classified position, whichever is higher. Said additional compensation shall be paid provided the employee assumes these duties and performs for a period of three (3) consecutive days or more. Once an employee works the three (3) consecutive days he will receive compensation at the higher rate for the total hours worked.

Section 2. Employees assigned to a higher classification during snow emergency work shall be compensated at the higher rate as indicated in Section (a) on an hour for hour basis.

ARTICLE 11

FOREMAN PERFORMING WORK OF UNIT

Section 1. Supervisory employees shall not be permitted to perform work on any hourly rated job except in the following situations:

- (1) Emergencies
- (2) When regular employees are not available for a period not in excess of two (2) hours.
- (3) To instruct employees.
- (4) When relieving regular employees for lunch or relief period, but only when regular employees are not available.
- (5) When starting and testing new equipment or processes.

Section 2. Due to the nature of the work, a supervisory or technical employee may at any time operate equipment to check the accuracy or results previously obtained, or to speed up the obtaining or results in order to prevent any undue delay.

ARTICLE 12

UNIFORMS

Section 1. The uniform maintenance allowance shall continue as previously set and shall not apply to those employees for whom the County continues to provide cleaning service.

The County shall continue to provide uniforms at the same levels as it has in the past.

Section 2. If an employee reports to work not wearing the required uniform, that employee will be subject to be sent home for the day without pay or subject to disciplinary action.

ARTICLE 13

HOLIDAYS

Section 1. The Employer guarantees to all employees within the bargaining unit the full pay at the employee's regular straight time rate of pay though no work is performed on such days: 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.

Section 2. A holiday shall be defined as the twenty-four (24) period of the day only, commencing at midnight and ending the following midnight of the said day, and pay shall be granted for each hour worked during that period as follows:

(a) Employees not working on the holiday shall receive eight hours pay for the day.

(b) Employees who are assigned to twenty-four (24) hours per day, seven (7) days per week operations and who work on any of the above holidays shall be paid at two and one-half times their regular salary, which shall include the eight hours pay plus a premium of one and one-half times their regular straight time rate.

(c) All other employees who are recalled to work for emergency 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 in addition to the regular straight time rate for all hours worked on the holiday.

(c) 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.

(d) To be eligible for the holiday, 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 3. If a holiday falls on a Saturday, it may be celebrated and compensated accordingly on the Friday preceding said holiday. If a holiday falls on a Sunday, it may 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 then the Monmouth County Board of Chosen Freeholders closes County offices because of snow or other emergency, the following wage rates shall apply:

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

(b) If the 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 his 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.

ARTICLE 14

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 other vacation days granted generally to other County employees by the Board of Chosen Freeholders shall also be granted to the Union.

Section 4. (a) Vacations shall be taken between January 1st and December 31st inclusive.

(b) Highway Department and SCAT: Not more than two (2) men in each district[Highway] or department[SCAT] shall be on vacation at one time.

(c) Shade Tree Department: Employees of the Shade Tree Department will not be granted vacation during the months of May and June.

(d) Bridge Department: No more than one person at one time on vacation except as approved by the employer.

Section 5. If an employee goes on vacation, he shall give two (2) weeks notice to his Supervisor to receive his vacation check before leaving.

Section 6. Vacation schedules will be posted in each department or district on January 2 of each year for employees to schedule their vacations according to seniority. The posting shall be removed by March 31, or sooner if fully completed.

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

ARTICLE 15

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 provision to provide an Employer-designated doctor the right to request and review supporting treating doctor records.

Section 2. An employee is entitled to three (3) administrative days leave for the transaction of personal business. Such leave cannot be accumulated from year to year and must have the prior approval of the Department Head. 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 holidays or vacations except in extenuating circumstances.

Section 4. Employees 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, parent-in-law, child, sister or brother, spouse, grandparent or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship to the employee.

Section 5. 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 his capacity as an employee or officer of his 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.

Section 6. Educational leave policy shall continue as in the past.

ARTICLE 16

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, non-controversial matters concerning the business of the Union.

It is further agreed that such notices are to be reviewed prior to posting by the Department Supervisor, and any violation of this provision by the Union will result in the privilege of the Bulletin Board being withdrawn.

ARTICLE 17
FRINGE BENEFITS

Section 1. The employer agrees that all fringe benefits policies in force shall remain in force.

Section 2. Bargaining unit members shall be provided with the County's prescription insurance plan at premium cost to the County not to exceed \$150.00 per employee for family coverage. In the event the cost to the County exceeds the \$150.00 cap, the Union shall have the right to reopen negotiations concerning the prescription and insurance plan.

Section 3. The County shall provide \$4.00 per week in lieu of payment wages for the Teamsters Local 11 family dental plan.

Section 4. It is agreed that should any other employee group under the direct control of the Board of Chosen Freeholders receive longevity payment, then said longevity payment will apply immediately to the Blue Collar Unit. It is understood that the longevity plan shall not apply to this unit should the Board of Chosen Freeholders give a longevity plan where arbitration applies or as a result of longevity given in lieu of a wage increase.

ARTICLE 18

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 said employee's services by the Department Head. Employees who wish to terminate their services shall notify the Department Head at least two (2) weeks prior to their resignation in order for the resignation to be in good standing. Notification must be in writing and stating the reasons for leaving and date of effect. The Department Head may accept an oral resignation but such resignation shall be considered not in good standing.

Section 2. In cases of suspension in excess of five (5) days or dismissal, the County shall notify the Union of such action in no less than three (3) days.

Section 3. Any employee who has completed his Probationary Period and who is suspended or discharged may file a grievance concerning same. Such grievance shall be processed using the Grievance Procedure agreed to in this contract.

ARTICLE 19

VETERAN'S AND VOLUNTEER FIREMEN RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted shall be maintained during such period of service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status at the salary rate previously received by the employee at the time said employee enlisted into the service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions to the Selective Service and Training Act as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time pay for scheduled working time lost.

Section 4. The Employer agrees to grant time off from work with pay for employees who are members of a volunteer fire company serving in the municipality where they are assigned to work when such employees are called to respond to alarms occurring during the hours of

their employment.

ARTICLE 20

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 Committee shall meet at the request of either party.

Section 2. There shall be established a joint Union-County Overtime Committee to review and to establish an overtime policy and uniform break periods during snow emergencies. The Union shall have two (2) members; the Employer shall have three(3) members. The Committee shall meet at the request of either party.

Section 3. There shall be established a joint Union-County Committee for the review of the quality and timely distribution of uniforms. The Committee shall consist of an equal number of representatives of both the Union and the County and shall meet periodically at the request of either party.

ARTICLE 21

GENERAL

Section 1. It is agreed that the parties hereto will continue the practice of not discriminating against any employee because of race, color, creed, nationality, sex and further that 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.

ARTICLE 22

FULL BARGAIN PROVISION AND PAST PRACTICE

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 terms 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.

Section 2. Past practices or written benefits and conditions of employment presently in existence for the bargaining unit unless modified by this Agreement shall be continued without change by the County during the life of this Agreement.

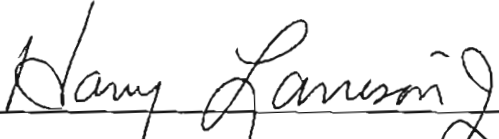
ARTICLE 23

DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 1989 and shall continue in force and effect until December 31, 1991.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 13th day of April, 1989.

COUNTY OF MONMOUTH



by: Director HARRY LARRISON, JR.

TEAMSTERS LOCAL NO. 11



by:

APPENDIX A

RECLAMATION

Employees working at the Reclamation Center in recognized titles shall receive all benefits as set forth in the overall Agreement between the County and Teamsters Local 11, except as is set forth below in the following sections:

Section 1. Article 9, Section 2 (a) [Hours of Work & Overtime] shall be modified as follows: Overtime will be paid only for hours worked in excess of forty (40) hours in a given week.

Section 2. Article 10 [Out of Title Pay] shall not apply.

Section 3. Article 11 [Foremen Performing Work of Unit] shall not apply.

Section 4. Article 13 [Holidays] shall not apply except that the following holidays shall be observed: Thanksgiving, Christmas and New Years Day. Any employee who works a holiday shall be paid two and one-half (2 1/2) times the regular rate of pay.

Section 5. Reclamation employees shall be provided with an annual clothing maintenance allowance of \$100.00, payable on the same schedule as the Highway Department. This shall be in addition to the \$300.00 per year clothing allowance.

Section 6. The County shall provide the Reclamation Center employees with insulated work boots for winter work. The County's obligation shall be limited to replacing not more than one pair of regular work shoes and one pair of insulated boots per employee per year.

Section 7. The County shall provide Reclamation Center employees with three (3) summer and two (2) winter overalls. Welders shall receive cotton overalls.

Section 8. The County shall continue to offer an annual physical examination for Reclamation Center employees in recognition of conditions of work. The scope of the examination is to be determined by the County and the Personnel Officer, and the cost of the examination is to be paid by the County.

Section 9. The Employer shall provide an additional \$ 250.00 to the base salary of each employee assigned to the Reclamation Center. This shall be a one-time adjustment in the first year of this Agreement only.

APPENDIX B

SPECIAL CITIZENS AREA TRANSPORTATION (SCAT)

Employees working in Special Citizens Area Transportation in recognized titles shall receive all benefits as set forth in the overall Agreement between the County and Teamsters Local 11, except as is set forth below in the following sections:

Section 1. Article 10 [Out of Title Pay] shall not apply. Assignments to drive may be made without regard to title, provided that the higher title pay shall be made.

Section 2. Article 12 [Uniforms] shall not apply, except to the title of mechanic.

Section 3. Article 9, section 8 [Hours of Work & Overtime] shall be amended to include the provision that coffee breaks will be scheduled by the employer.

Section 4. Article 3 [Union Security] shall only apply to part-time employees who regularly work twenty (20) hours per week or more.

Section 5. Assignment and reassignment of drivers to garage sites or routes shall be exclusively a management right.

Section 6. Employees may be required to attend, with pay, a monthly meeting with their Department Head as such meetings are called.

Section 7. Employees assigned a bus or other vehicle for transportation shall be responsible for having that vehicle cleaned at least once each month at County expense. The Department Head will determine the manner in which the vehicles are to be cleaned. In

addition, each such employee shall be responsible for performing daily maintenance checks of their vehicle for tires, fluids and interior cleanliness.