

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY TAX BOARD

THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1075

January 1, 2013 through December 31, 2014

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PREAMBLE

This Agreement (“Agreement”) is by and between the Monmouth County Tax Board (“Tax Board”) and the Monmouth County Board of Chosen Freeholders (“Freeholder Board”) (collectively, “Employer” or “County”) and the Communication Workers of America, AFL-CIO, Local 1075 (“Union”), pursuant to the provisions of the New Jersey Employer-Employee Relations Act (“Act”), N.J.S.A. 34:13A-1 et seq., and has as its purpose to promote and ensure harmonious relations, cooperation and understanding between the parties; to establish rates of pay, hours of work and other conditions of employment; to provide for an equitable and peaceful procedure for the resolution of differences; and to prescribe the respective rights and duties of each party to the extent not otherwise established by law. This Agreement is not intended to modify any of the discretionary authority vested in the Tax Board or County by the laws or regulations of the state of New Jersey.

ARTICLE 1
RECOGNITION

Section 1. Pursuant to the certification issued by the Public Employment Relations Commission (“PERC”) in RO-2013-019, the Tax Board and County recognize the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of the regularly employed, non-supervisory, white collar employees of the Tax Board, but excluding managerial executives, confidential employees, supervisors within the meaning of the Act, craft employees, professional employees, police, blue collar employees, casual employees, and all other employees of the Tax Board or County.

Section 2. Any new title authorized for use by the Employer may be negotiated for inclusion into the negotiations unit. In the event the Employer and the Union cannot reach agreement on a particular title, then that title will remain excluded from the negotiations unit until the final resolution of the dispute by PERC.

ARTICLE 2
UNION SECURITY

Section 1. The Employer 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 negotiations unit will be informed by a Steward that they have the opportunity to join the Union or pay to the Union a representation fee in lieu of dues.

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 employee 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 the initiation fees.

Section 3. If an employee chooses not to become a member of the Union, then he or she 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 eighty-five percent (85%) of the regular membership dues charged by the Union to its own members as permitted by N.J.S.A. 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. The Union agrees to hold the Tax Board and/or County harmless from any action taken by the Tax Board and/or County pursuant to the provisions of this Article.

ARTICLE 3
SHOP STEWARD

Section 1. The Union may name one (1) Steward and one (1) alternate Steward. The Union will provide written notification to the Employer of the names of the Steward and alternate Steward, as well as any changes in designation when they occur.

Section 2. Stewards shall restrict their activities to the handling of grievances. A Steward shall be allowed a reasonable amount of time for the handling of grievances, but only to the extent it does not neglect, retard or otherwise interfere with the Steward's work duties or with the work duties of other employees in any manner. A Steward must ask his or her immediate supervisor for permission to investigate and adjust grievances during work hours. Such permission shall not be unreasonably withheld, consistent with the above provisions.

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

Section 4. The Union shall be allocated fourteen (14) hours of paid leave per year for authorized Union business. Leave pursuant to this provision shall be granted upon written authorization submitted by the Union to the County Tax Board Administrator ("Administrator"), indicating the name or names of the individuals and when their absence will be required. In order to facilitate scheduling, advance notice of the use of leave time shall be provided at least one (1) week before use. During the period between January 15 and May 15 of each year, the Employer shall have the right to deny Union leave under this provision, in its sole discretion, due to the business demands of the office during that time period.

Section 5. An authorized representative of the Union may have access to the Employer's facilities on application to the Administrator. The representative shall not interfere with employees or cause them to neglect their work. While any such representative is on County property, the Union shall hold the Tax Board and/or County harmless against any injuries or accidents that may occur to that individual.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that the Tax Board and County retain and reserve unto themselves, without limitation, all of the powers, rights, authorities, duties and responsibilities conferred upon and vested in them by the laws and constitutions of the state of New Jersey and of the United States.

Section 2. Among the rights retained by the Employer are the right to direct the work force; to plan, direct and control all the operations and services of the Tax Board; 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); or to change or eliminate existing methods, equipment or facilities.

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

Section 4. The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that may be reasonably exercisable by the Employer.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. A “grievance” is defined as a claim by an employee that he or she has been harmed by an interpretation or application of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated within five (5) working days from the time when the cause for the grievance occurred.

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

STEP 1. The grievance, when it first arises, shall be taken up between the employee, a Steward, and the Assistant Administrator. The Assistant Administrator shall give an oral or a written decision on the grievance, or advise he or she does not have the authority to resolve the issue(s) raised in the grievance, within five (5) working days thereafter.

STEP 2. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing within five (5) working days thereafter. The grievance must state the specific provision of the Agreement brought into question and it shall be served by the Chief Steward upon the Administrator. Within five (5) working days thereafter, the grievance shall be discussed between the Administrator or designee, and a representative of the Union. The Administrator shall give a written decision to the Union within five (5) working days thereafter.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the Union may submit the grievance to the Commissioners of the Tax Board (“Commissioners”). A request to submit the grievance to the Commissioners must be in writing provided to the Administrator or designee. The Commissioners, or such committee they may appoint, shall set aside a reasonable period of time at their next regularly scheduled meeting after the receipt of the written notification, or such other date as may be scheduled by the Commissioners or committee for the purpose of hearing the grievance. The Commissioners shall notify the grievant and the Union of the date for such scheduled meeting within five (5) days from receipt of the written notification. A written decision shall be given to the Union

within five (15) working days thereafter.

STEP 4. If the grievance is not satisfactorily settled at Step 3, then the employee may elect to proceed through the New Jersey Civil Service Commission (“Civil Service Commission”), where applicable, or to request arbitration under this Step. However, upon selection of either the Civil Service Commission 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 ten (10) working days of the decision at Step 3, either party may request PERC to aid the selection of an Arbitrator pursuant to its rules and regulations.

Section 4. The Arbitrator shall have the power to hear and determine the dispute and issue a final and binding decision, but shall have no authority to change, modify, alter, substitute, add to, or subtract from any of the provisions of this Agreement.

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

Section 6. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 7. Any of the time frames established by this Article may be extended or waived by mutual written consent of the parties.

ARTICLE 6
SALARY/PROMOTIONAL PAY/PAYCHECKS

Section 1. Employees must have been on the payroll as of the date the Union's membership approved the approved a memorandum of agreement accepting the terms set forth in this Article to be eligible for any retroactive salary payments.

Section 2. All minimum salaries shall remain unchanged during the term of this Agreement.

Section 3. Except as set forth in Section 2, all employees in the negotiations unit, and employed by the Employer on December 31, 2012, shall receive a wage increase of two percent (2.00%), effective January 1, 2013.

Section 4. Except as set forth in Section 2, all employees in the negotiations unit, and employed by the Employer on December 31, 2013, shall receive a wage increase of two percent (2.00%), effective January 1, 2014.

Section 5. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of six percent (6%) over their present salary or increased to the entry level salary for the new title, whichever is greater. Effective December 15, 2014, and for all promotions thereafter, this provision shall be modified to three percent (3%) or entry level salary for the new title, whichever is greater.

ARTICLE 7

SENIORITY

Section 1. Seniority is defined as an employee's total length of service with the Tax Board, beginning with the last date of hire. For purposes of this Article, employees with prior service with the County shall also have that time credited towards their seniority.

Section 2. Seniority in classification will be considered in transfers and reassignments in accordance with Civil Service Commission regulations, though the Tax Board 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 the ability to perform the work required is equal, as determined by the Employer.

Section 3. An employee discharged while serving a provisional or temporary appointment, or released at the end of a working test period, shall not have recourse to the Grievance Procedure in Article 5 of this Agreement and must instead utilize the procedures available through the Civil Service Commission to appeal such discharge or release.

Section 4. The Employer shall endeavor to post all notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Union, through the Steward. The filling of such vacancies and positions shall be subject to Civil Service Commission regulations. An appropriate representative of the Employer shall interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position, if requested.

Section 5. If a reduction of force becomes necessary, it shall take place in accordance with Civil Service Commission regulations.

Section 6. The Tax Board 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 standard work day for employees shall consist of seven (7) hours at work exclusive of a one (1) hour unpaid lunch period. Included in the standard work day shall be two (2) paid fifteen (15) minute breaks. Both the lunch period and breaks shall be scheduled in the reasonable discretion of the Employer so as to ensure continuous coverage in the Tax Board's office. The normal business hours of the Tax Board office are from 8:30 A.M. until 5:00 P.M. Employees may be either scheduled to work from 8:30 A.M. until 4:30 P.M. or from 9:00 A.M. until 5:00 P.M., at the Employer's discretion.

Section 2. The standard workweek shall consist of five (5) consecutive days, Monday through Friday, and shall be thirty-five (35) hours in length.

Section 3. All employees shall receive time and one half (1 and ½) the regular hourly rate of pay for all hours worked in excess of forty (40) hours in any given week. All employees shall be compensated at one and one-half (1 and ½) times the regular hourly rate of pay for work performed on weekends. Employees working on weekends shall be paid for at least two (2) hours of work, regardless of the length of the weekend assignment.

Section 4. Employees on occasion may be expected to work overtime based upon the Employer's needs. The Tax Board recognizes 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 that is available to all members of the negotiations unit without regard to specific qualifications will be offered on a rotating seniority basis. Employees who

decline such assignments will be placed at the bottom of the overtime list.

Section 6. Sick leave, unauthorized absences, suspension time and late reporting to work will not be included as hours worked for overtime purposes.

ARTICLE 9
OUT OF TITLE PAY

Section 1. When an employee is authorized by the Administrator to perform the functions of a higher classified position for a period of six (6) or more consecutive working days, starting on the sixth day the employee shall receive additional compensation equal to three percent (3%) of base pay or the minimum rate for the higher classified position, whichever is higher. The Employer shall not manipulate the scheduling of personnel so as to avoid its obligations hereunder.

ARTICLE 10
DRESS CODE

Each employee is expected to dress appropriately as a representative of the Tax Board.
The Tax Board reserves the managerial right to determine appropriate dress code standards.

ARTICLE 11 **HOLIDAYS**

Section 1. The following thirteen (13) days are recognized as paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day.

To be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday, unless that day is an excused absence with pay or the employee presents extenuating circumstances in writing, in which case the Employer, in its sole discretion, may approve holiday pay.

Section 2. Employees who are recalled to work duty on any of the holidays listed in Section 1 shall be paid at the rate of one and one-half (1 and ½) times the employee's regular rate for each hour worked, with a two (2) hour minimum work period.

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

Section 4. If a holiday falls while an employee is on an approved vacation day, the employee shall not be charged a vacation day for that holiday.

ARTICLE 12
VACATIONS

Section 1. The Employer will grant full-time employees paid vacation leave in accordance with the following schedule:

- (a) One (1) working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half ($\frac{1}{2}$) working day if the employee begins work on the 9th through the 23rd day of the month. No credit if the employee begins work on after the 24th day of the month.
- (b) One (1) working day per month worked for the remainder of the first calendar year of employment.
- (c) 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.
- (d) 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 (1 and $\frac{1}{4}$) per month.
- (e) 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-thirds (1 and $\frac{2}{3}$) days per month.
- (f) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth (2 and $\frac{1}{12}$) days per month.

Section 2. For 2013 and before, for purposes of computation, employees who are hired between January 1 and June 30th will be credited for that year of service in determining time served for their vacation time. Employees hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but instead will begin receiving credit on January 1st of the following year. For 2014 and after, both existing and new employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment, however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

Section 3. If the County grants additional paid vacation leave to all of its unrepresented employees, it shall also be granted to employees covered by this Agreement.

Section 4. All employees covered by this Agreement will comply with County policy regarding vacation carryover. Except in highly unusual circumstances, employees are expected to utilize their vacation leave in the year in which it is earned.

Section 5. The Tax Board shall have the right to deny extended vacations (defined as in excess of five (5) consecutive working days) between January 15th and May 15th of each year. Requests for vacation during this period that are made on or before November 30th of the preceding year shall be determined by seniority. Requests for vacation during this period that are made after November 30th of the preceding year shall be granted on a first-come, first-serve basis. The Employer retains the managerial right to restrict the use of vacation leave to one (1) negotiations unit member at any time.

ARTICLE 13
LEAVES

Section 1. Sick Leave. Sick leave is defined as an employee's absence from his or her post of duty because of illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the employee's immediate family requiring the employee's constant care.

Full-time eligible employees shall earn sick leave according to the following schedule:

1. One (1) working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half ($\frac{1}{2}$) working day if the employee begins work on the 9th through the 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day of paid sick leave for each month of service.
3. One and one-quarter ($1\frac{1}{4}$) days per month worked during each year thereafter.

Permanent part-time employees shall receive proportionate amounts of paid sick leave. Sick leave will accumulate from year to year.

The use of sick leave is subject to reasonable notification and verification procedures, as may be established by the Employer from time to time. Any time an employee uses sick leave for a personal medical condition, the Employer shall have the right to require a require an employee to provide a medical certificate from the employee's treating medical professional stating the employee can return to regular duty and such return will not jeopardize the health of the employee or others.

Eligibility for payment for unused sick leave, if any, will be in accordance with the terms and conditions set forth by County Policy 383.

Section 2. Personal Days. A full-time employee is entitled to three (3) personal leave

days per year for the transaction of personal business. Except in case of emergency, employees must request to use personal leave in writing, which shall be provided to the Administrator or designee at least forty-eight (48) hours in advance of the proposed date of the leave. Approval of personal leave days shall not be unreasonably withheld. Personal leave days cannot be accumulated from year to year.

Section 3. Bereavement Days. Paid Bereavement leave for up to five (5) days will be granted for a death in the employee's immediate family, meaning the employee's spouse, civil union partner, domestic partner, parent, step-parent, child or step-child. Paid Bereavement leave for up to three (3) days will be granted for a death in the employee's non-immediate family, meaning the employee's parent-in-law, sibling, grandparent, grandchild, foster child, or other member of the immediate household. With the Administrator's approval, an employee may also use any other available paid leave, such as vacation time, if he/she needs additional time off for the death of a family member, or time off relating to the death of a friend or relation not referenced above. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

Section 4. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty; when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the agency; or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor of New Jersey or the President of the United States. A copy of the subpoena or order to appear must be furnished to the Employer prior to any absence under this Section. Employees serving on jury duty shall be entitled to receive their usual compensation

for each day of jury service, however, any compensation received by an employee while receiving full pay while on jury duty shall be endorsed by the employee to the County, as required by N.J.S.A. 2B:20-16.

Section 5. Family/Medical Leave. Employees shall abide by County policy with respect to family/medical leave.

ARTICLE 14
BULLETIN BOARD

Section 1. The County will provide bulletin board space for the Union to post formal notices of meetings, elections, the names of representatives and officers of the Union, and other general matters concerning the business of the Union.

Section 2. All notices shall be presented to and reviewed by the Employer prior to being posted.

ARTICLE 15
HEALTH BENEFITS

Section 1. It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall not be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

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. The portion of the premium costs for which the employee shall be responsible shall be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 3. The provisions of Resolution #94-267, as adopted by the Board of Chosen Freeholders, shall continue to apply, and the County's traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter. A copy of Resolution #94-267 is attached hereto as an Appendix.

Section 4. Negotiations 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. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees or the following:

Non-Mail Order

Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)

90 days Mail Order

Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 5. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. Temporary employees are not eligible for these benefits.

Section 6. The County shall make available to employees a voluntary employee-funded dental insurance plan.

Section 7. Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an Employee's entitlement to any enhanced benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

ARTICLE 16
SEPARATION, DISCHARGE AND DISCIPLINE

Section 1. Separation from service of the Employer may result from an employee's voluntary resignation or by the Employer's termination of the employee's services. Employees who wish to terminate their services shall provide notification to the Administrator or the County's Director of Human Resources at least two (2) weeks prior to the effective date of resignation in order for the resignation to be recorded as in good standing. Such notification may be delivered verbally or in writing, and should provide the date and reason for leaving employment. The Employer may accept an immediate oral resignation, but such resignation will not be considered in good standing unless differently recorded by the Employer.

Section 2. When the Tax Board suspends or dismisses an employee, it shall notify the Union of such action unless otherwise directed by the affected employee.

Section 3. Written warnings and written oral reprimands will be not be used for progressive disciplinary purposes after one (1) year, provided there is no other discipline during that period.

ARTICLE 17
VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of an employee who enlists or is drafted into military service pursuant to law shall be maintained during the period of military service. Any such employee shall have the right to reinstatement to his or her former position or to a position of equal status at the salary rate previously received, along with all salary increases granted by the Employer to the employee's former position during the period of the employee's military service.

Section 2. A veteran shall be reinstated upon his or her application made within ninety (90) days after honorable discharge from service. This clause shall be subject to all pertinent and applicable provisions of law.

Section 3. An employee in the military reserve forces of the United States who is called to active duty shall maintain his or her seniority rights and shall be entitled to pay in the amount of the difference between his or her service pay and eight (8) hours straight time pay for time lost.

ARTICLE 18
GENERAL

Section 1. The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations. No employee shall be transferred because of legal Union activities.

Section 2. The Union will be notified of any adopted resolutions or published Tax Board or County policies affecting the terms and conditions of employment of employees within the negotiations unit. Such notification will be made to the Union, through its designee(s), within ten (10) business days following the date such resolution is adopted or policy is published.

ARTICLE 19
NO STRIKE OR LOCKOUT

Section 1. There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

ARTICLE 20
COMPLETE AGREEMENT

Section 1. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of 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 at the time they negotiated or signed this Agreement.

Section 3. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

Section 4. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the

parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

Section 5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

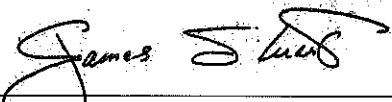
ARTICLE 21
DURATION

This Agreement shall be effective January 1, 2013 and shall continue in force and effect until December 31, 2014.

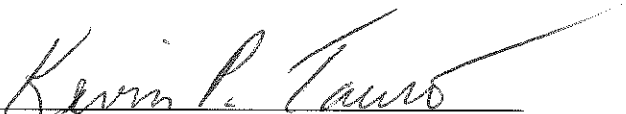
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 26th day of December, 2014.

MONMOUTH COUNTY
TAX BOARD

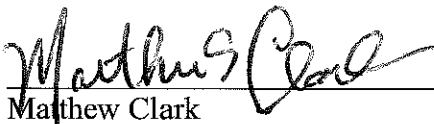
CWA LOCAL 1075




James Stewart
President



Kevin Tauro
President



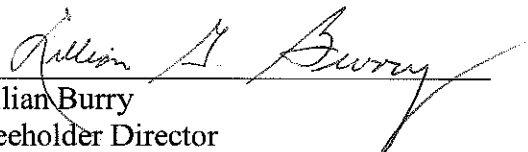
Matthew Clark
Administrator



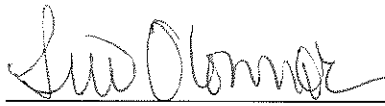
Thomas Fagan
Sr. Staff Representative

MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

CWA National representative



Lillian Burry
Freeholder Director



Teri O'Connor,
County Administrator