

A G R E E M E N T

Between:

Blue Collar
11-1-81 - 12-31-82

Monmouth County

Board of Chosen Freeholders

And:

UNION LOCAL NO. 11
TEAMSTERS LOCAL NO. 11
affiliated with
I.B. of T.C.W. & H. OF A.

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

Term:
November 1, 1980 - December 31, 1982.

TABLE OF CONTENTS

ARTICLE 1-----	1
(Preamble)	
ARTICLE 2-----	2
(Recognition)	
ARTICLE 3-----	3
(Union Security)	
ARTICLE 4-----	6
(Grievance Procedure)	
ARTICLE 5-----	9
(Seniority)	
ARTICLE 6-----	10
(Bulletin Board)	
ARTICLE 7-----	11
(Hours of Work & Overtime)	
ARTICLE 8-----	13
(Out Of Title Pay)	
ARTICLE 9-----	13
(Foreman Performing Work of Unit)	
ARTICLE 10-----	14
(Holidays)	
ARTICLE 11-----	15
(Vacations)	
ARTICLE 12-----	16
(Leaves)	
ARTICLE 13-----	18
(Veterans' Rights & Benefits)	
ARTICLE 14-----	19
(Fringe Benefits)	
ARTICLE 15-----	21
(Discharge and Discipline)	

ARTICLE 16-----	21
(General)	
ARTICLE 17-----	21
(Separation)	
ARTICLE 18-----	22
(Management Rights)	
ARTICLE 19-----	22
(Full Bargain Provision)	
ARTICLE 20-----	23
(Shop Steward)	
ARTICLE 21-----	24
(Longevity Pay Schedule)	
ARTICLE 22-----	24
(Salary)	
ARTICLE 23-----	26
(Past Practice)	
ARTICLE 24-----	26
(Severability & Savings)	
ARTICLE 25-----	26
(Uniforms)	
ARTICLE 26-----	27
(Voluntary Wage Guideline Program)	
ARTICLE 27-----	27
(Duration of the Agreement)	
APPENDIX A-----	a

ARTICLE I

PREAMBLE

This Agreement is entered into this 15TH day of NOVEMBER, 1980 by and between Monmouth County Board of Chosen Freeholders, Hall of Records, Freehold, N.J. 07728, hereinafter called the "Employer" and Teamsters Local No. 11 affiliated with I.B. of T.C.W. & H. of A., 6-7 Village Square West, Botney Village, Clifton, N.J. 07011, hereinafter called the "Union".

The County endorses the practices and procedures 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 Union, acting through the Board of Freeholders, to retain the right effectively to operate in a responsible and efficient manner and are 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 Statutes 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, in the following titles:

Highway Department: Laborer, Truck Driver, Equipment Operator, Heavy Equipment Operator, Mechanic and Guard, Public Property.

Building and Grounds: Building Maintenance Worker, Senior Building Maintenance Worker, Building Service Worker, Senior Building Service Worker, Maintenance Repairer, Senior Maintenance Repairer, Guard, Public Property, Plumber- Steamfitter Helper, Stationary Fireman, Heat and Air Condition Operator, Maintenance Repairer-Painter, Electrician, Maintenance Repairer-Carpenter, Carpenter, Senior Groundskeeper, Groundskeeper, Maintenance Repairer-L.P.L., and Senior Maintenance Repairer-L.P.L.

Engineering Department: Traffic Maintenance Worker, and Senior Traffic Maintenance Worker.

Central Motor Pool: Mechanic.

Bridge Department: Laborer, Bridge Repairer, Senior Bridge Repairer.

Shade Tree Department: Tree Climber and Inspector Gypsy Moth.

Excluding: Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisors within the meaning of the Act.

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 Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local 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 that they have the chance to join the Union three (3) months thereafter or pay to the Local Union a Representation Fee.

CHECK OFF OF UNION FEES

Section 1. (a) As of January 1, 1981, the Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization 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 their 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.

Section 2. Representation Fee.

(a) If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) 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, initiation fees and assessments 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) Three (3) months after the employee begins his or her 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, beginning with the month this Agreement becomes effective, 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 II 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 II shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local II fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 4

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. Procedure

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit grievance 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 a 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 Personnel Director within three (3) working days of its desire to meet with the Personnel Director, who shall meet with a representative of the Union within five (5) working days after receipt of such notice by the Personnel Director. 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 Personnel Director and the representative of the Union, then it is mutually agreed that within ten (10) working days either party may request the New Jersey State 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 cost of arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the Arbitrator, shall be shared equally by the Employer and the Union.

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 5

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 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.

Section 4. (a) The first three (3) months of continuous service for all new employees shall be considered a Probationary Period.

(b) During the aforementioned Probationary Period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his 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 5. Job Vacancies And New Jobs. 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. The filling of these vacancies and positions shall be subject to Civil Service Rules and Regulations.

Section 6. Force Reduction. If reduction of force becomes necessary, said reduction shall be in accordance with Civil Service Rules and Regulations.

ARTICLE 6

BULLETIN BOARD

The County agrees to provide Bulletin Board space for Union use and shall be only 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 7

HOURS OF WORK & OVERTIME

Section 1. Except for Guards, Public Property, the normal work week shall consist of forty (40) hours, five (5) days, eight (8) hours each, Monday through Friday. This section is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

Section 2. (a) 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) Any work performed on Saturday shall be compensated at one and one-half times the regular hourly rate of pay.

(c) Any work performed on Sunday shall be compensated at twice the regular hourly rate of pay.

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. 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 8

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 per (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 forty (40) consecutive hours or more. Once an employee works the forty (40) consecutive hours 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 9

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 periods, but only when regular employees are not available.
- (5) When starting and testing new equipment or processes.

Section 2. Supervisor May Step In To Check Accuracy.

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 of results in order to prevent any undue delay.

ARTICLE 10

HOLIDAYS

Section 1. The Employer guarantees to all employees within the Bargaining Unit the full pay at the employees regular straight time rate of pay though no work is performed on such days: New Year's 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, Veterans' Day, Thanksgiving Day, and Christmas Day.

Section 2. Employees who work on any of the above holidays shall be paid at one and one-half time the employees regular rate in addition to the regular straight time rate for the holiday.

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

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.

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 which will become effective January 1, 1978.

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

Section 4. (a) Vacations shall be taken during the regular vacation period between January 1st and December 31st inclusive.

(b) Highway Department: Not more than two (2) men in each district 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.

ARTICLE 12

LEAVES

Section 1. Educational Leave.

(a) An appointing authority may upon the approval of the Civil Service Department grant a permanent employee educational leave as established by regulations of the Civil Service Commission.

(b) The purpose of such leave is to permit an employee to pursue special work or training related to his employment and which will improve his competence and capacity in the service. Such training must be of direct value to the County and limited to providing knowledge or skills which cannot be provided through available in-service training.

Section 2. 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.

Section 3. Administrative Days Leave (Personal Leave).

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 approval of the Department Head. Such days may be withheld on the day before or the day following any paid holidays or vacation except in extenuating circumstances. It is understood that approval of such administrative leave shall not be unreasonably withheld.

Section 4. Bereavement Leave Pay.

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, 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: Emergency and Special Leave.

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 on jury duty.

*2-3-81 AS Td. N.H. 121121. Can
Keep election, perform from 12:00
To 1:00 p.m.*

ARTICLE 13

VETERANS' RIGHTS & 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 therefor 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.

ARTICLE 14

FRINGE BENEFITS

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

Section 2. Effective January 1, 1981, the employer shall provide to the Union the annual sum of \$104.00 per employee affected by this Agreement, provided that said employees have successfully completed their initial three month probationary period. Said payment shall be made in equal monthly installments at the end of each month as payment for a Union sponsored prescription benefits plan for the years 1981 and 1982.

Section 3. Effective January 1, 1982, the employer shall provide to the Union the annual sum of \$104.00 per employee affected by this Agreement, provided that said employees have successfully completed their initial three (3) month probationary period. Said payment shall be made in equal monthly installments at the end of each month as payment for a Union sponsored dental plan for the year 1982.

Section 4. It is understood that the \$104.00 for a prescription plan and \$104.00 for a dental plan as mentioned in Sections 2 and 3 above is given by the Employer in lieu of salary increases which would have been provided to employees in the unit had they not opted for these benefits.

Section 5. It is understood that the Employer is in no way providing these benefits to said employees and the Union shall have the sole responsibility to provide said benefits to employees. The Employer shall have the right to periodically review the plans to ascertain whether the employees are receiving the optimum benefits.

Section 6. Should the Employer willingly grant prescription or dental benefits to any other employee group under the direct control of the Board of Freeholders, said benefits shall apply to employees covered by this Agreement. At that time, said benefits shall be directly provided by the Employer. It is understood that said benefits shall not apply to this unit should the Board of Chosen Freeholders give said benefits to other employee groups as a result of binding arbitration or as a result of providing benefits in lieu of wages.

ARTICLE 15

DISCHARGE AND DISCIPLINE

Section 1. 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 2. 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 16

GENERAL

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.

ARTICLE 17

SEPARATION

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.

ARTICLE 18
MANAGEMENT RIGHTS

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. 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 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.

It is further agreed that the above detailed enumerations of Management Rights shall in no way be deemed to exclude any other Management Prerogatives that may not have specifically enumerated.

ARTICLE 19
FULL BARGAIN PROVISION

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.

ARTICLE 20

SHOP STEWARD

(a) For the purpose of representation within a department, the Union shall be entitled to a reasonable and adequate number of Stewards 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 Foremen for permission to investigate and adjust grievances, and such permission shall be granted without unreasonable delay and 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 Union 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 representation of the Union may have access to the shop area when they apply at the office of the respective Department Head. Such representation of the Union shall not interfere with the employees or cause them to neglect their work.

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

ARTICLE 21

LONGEVITY PAY SCHEDULE

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 22

SALARY

Section 1. Effective November 1, 1980, the salary of each employee covered by this Agreement who was in the service of the

County of Monmouth on October 1, 1980, shall receive in addition to his base salary rate, an increase of \$600.00 at an annual rate.

Section 2. Effective July 1, 1981, the salary of each employee covered by this Agreement who was in the service of the County of Monmouth on April 30, 1981, shall receive in addition to his base salary rate, an increase of \$600.00 at an annual rate. Those employees hired between May 1, 1981 and October 31, 1981 shall not be eligible for an annual increase until January 1, 1982.

Section 3. (a) Effective January 1, 1982, the salary of each employee covered by this Agreement who is in the service of the County of Monmouth on October 31, 1981, shall receive in addition to his base salary rate, an increase of \$600.00 at an annual rate. Those employees hired between November 1, 1981 and April 30, 1982 shall not be eligible for an annual increase until July 1, 1982.

(b) Effective July 1, 1982, the salary of each employee covered by this Agreement who is in the service of the County of Monmouth on April 30, 1982, shall receive in addition to his base salary rate, an increase of \$600.00 at an annual rate. Those employees hired after April 30, 1982 shall not be eligible for further increases during the term of this Agreement.

Section 4. It is agreed and understood that the initial intent of the County of Monmouth was to allow additional annual salary increases of \$104.00, effective January 1, 1981, and \$104.00, effective January 1, 1982. However, it was agreed by both parties that these proposed increases would not be given but would be applied toward a fringe benefit program sponsored by the Union as provided in Article 14.

Section 5. It is understood that the salary ranges for the years 1981 and 1982 will be amended to reflect the above salary adjustments as indicated in Appendix A.

ARTICLE 23

PAST PRACTICE

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 24

SEVERABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or Judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 25

UNIFORMS

The present County policy of supplying uniforms and shoes shall remain in effect during the duration of this Agreement.

ARTICLE 26

VOLUNTARY WAGE GUIDELINE PROGRAM

It is understood that if this Agreement is determined by the Federal Government to have exceeded the President's Voluntary Wage Guideline Program and as a result the County is penalized by loss or cutback of Federal funds, adjustment in salary or fringe benefits will be made so as to be in conformity with said wage program.

ARTICLE 27

DURATION OF THE AGREEMENT

This Agreement shall be effective November 1, 1980 and shall continue in force and effect until December 31, 1982. Upon notice of either party, the parties agree to begin negotiations for the 1983 Agreement no later than November 11, 1982.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this 6th day of NOVEMBER, 1980.

COUNTY OF MONMOUTH

ATTEST:

[Signature]
CLERK OF THE BOARD

[Signature]

TEAMSTERS LOCAL NO. 11
affiliated with
I.B. of T.C.W. & H. OF A.

ATTEST:

[Signature]
[Signature]
[Signature] 27

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