

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS,
MONMOUTH COUNTY SHERIFF

AND

INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL SALARIED, MACHINE &
FURNITURE WORKERS, AFL-CIO

IUE, LOCAL 417

[MONMOUTH COUNTY POLICE RADIO UNIT]

January 1, 1999 through December 31, 2002

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RECEIVED
MONMOUTH COUNTY

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cc: F. Brown
m. acker
Sheriff Oxley

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	SHOP STEWARD	5
4	MANAGEMENT RIGHTS	7
5	GRIEVANCE PROCEDURE	9
6	SALARY	12
7	SENIORITY	15
8	HOURS OF WORK AND OVERTIME	17
9	OUT OF TITLE PAY	19
10	PERFORMING WORK OF UNIT	20
11	UNIFORMS	21
12	HOLIDAYS	22
13	VACATIONS	24
14	LEAVES	26
15	BULLETIN BOARD	29
16	HEALTH BENEFITS	30
17	SEPARATION	32
18	VETERAN'S AND VOLUNTEER RIGHTS	33
19	COMMITTEES	34
20	GENERAL	35
21	FULL BARGAIN PROVISION	36
22	DURATION OF AGREEMENT	37

This Agreement is entered into this _____ day of _____, 2000, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS and the MONMOUTH COUNTY SHERIFF [hereinafter called the Employer or the County] and the International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers, AFL-CIO, IUE Local 417 [hereinafter called the Union]:

PREAMBLE

The County of Monmouth and the Monmouth County Sheriff endorse the practice and procedure of collective bargaining as a fair and orderly way of conducting relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the County and the Sheriff to operate in a responsible and efficient manner consistent with the paramount interests of the public.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County of Monmouth or the Monmouth County Sheriff by the Laws or Regulations of the State of New Jersey.

It is the intention of this Agreement to provide for the salary, fringe benefits and other terms and conditions of employment for employees covered by this Agreement to prevent interruptions in work and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for employees in the following titles, but excluding Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisory employees:

Public Safety Telecommunicator Trainee
Public Safety Telecommunicator
Senior Public Safety Telecommunicator.

ARTICLE 2
UNION SECURITY

Section 1. The Employer agrees to the following form of Union Security:

(a) Employees who are within the bargaining unit and 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, or they may be required to pay to the Union a Representation Fee.

(b) Newly hired employees who are within the bargaining unit may be informed by their shop steward that they have the opportunity to join the Union or pay the Union a Representation Fee.

Section 2. After receipt of a written authorization from an individual employee, the Employer agrees to deduct from the salary of said employees an initiation fee and monthly dues uniformly required by the Union. Such deductions shall be made from the first salary paid during the month.

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 in making the deductions and transmittals as above specified.

Section 3. If an employee chooses to not become a member of the Union, then that employee will be required to pay to the Union a Representation Fee in lieu of dues. The purpose

of this fee will be to offset the employee's cost of services rendered by the Union as their majority representative.

Section 4. The Representation Fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under NJSA 34:13A-5.5 through 5.8, and as that law may be amended during the term of this Agreement.

Section 5. The Union agrees to hold the Employer harmless from any action taken by the Employer under the provisions of this Article.

ARTICLE 3
SHOP STEWARD

Section 1. The Union may name two Stewards and one Chief Steward. The Union will provide written notification to the Employer of each Steward and Chief Steward which represents it. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Chief Steward, or a Steward in the absence of the Chief Steward, shall restrict their activities to the handling of grievances.

The Chief Steward shall be allowed a reasonable amount of time for the handling of grievances, but only to such extent as does not neglect, retard or otherwise interfere with their work duties or with the work or duties of other employees in any manner. The Chief Steward must ask their immediate supervisor for permission to investigate and adjust grievances during work hours, and such permission shall not be unreasonably withheld, consistent with the above.

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

Section 4. The authorized representative of the Union

may have access to the radio room on application to the office of the Undersheriff or Executive Director in charge. Such representative of the Union shall not interfere with employees of the Employer or cause them to neglect their work.

Section 5. While the authorized representative of the Union is on Employer property, the Union shall hold the Employer harmless against any injuries or accidents that may occur to that individual.

ARTICLE 4
MANAGEMENT RIGHTS

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

Section 2. Among the rights retained by the Employer are its right to direct the working forces; to plan, direct and control all the operations and services of the department covered in this contract; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities.

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. It is further agreed that the above detailed management rights are not exclusive and shall in no way

be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

Section 5. It is agreed that the Employer may install and institute a time clock procedure during the term of this contract.

ARTICLE 5
GRIEVANCE PROCEDURE

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

Section 2. To be considered under this procedure, a grievance must be initiated within ten (10) working days from the time when the cause for the grievance first 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 grievance.

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

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

it shall be served upon the Undersheriff or Executive Director in charge of the Radio Room.

Within five (5) working days thereafter, the grievance shall be discussed between the Undersheriff or Executive Director and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the decision given by the Undersheriff or Executive Director does not satisfactorily settle the grievance, the Union shall notify the Monmouth County Sheriff, who shall review the grievance within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 4. In the event the grievance is not satisfactorily settled at Step 3, then the Union may agree to request arbitration under this Step, or the employee may elect to proceed through the New Jersey Department of Personnel, Merit System Board, where applicable. However, upon selection of either the Merit System Board or arbitration under this Step, the choice becomes exclusive in nature and the employee cannot at a later time use another procedure to settle their grievance.

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

Section 4. Any grievance the Employer may have against

the Union shall be reduced to writing and submitted to the Steward, who will promptly arrange a meeting with the Undersheriff or Executive Director.

If the matter is not satisfactorily settled at that meeting or within five (5) working days thereafter, the grievance may then be processed through Step 3 of the Grievance Procedure.

Section 5. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

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

ARTICLE 6

SALARY

Section 1. Effective the first pay period in 1999, the starting salary for the title of Public Safety Telecommunications Trainee shall be raised to \$ 26,000, and that new salary shall be applied to all employees in the unit holding that title who were hired in 1999 or after, and who are employed by the Employer on the date of ratification of this Agreement by the County, retroactive to the date of hire, but subject to the overtime restrictions hereinafter stated.

All other employees in the unit and employed by the Employer on December 31, 1998, and who are also employed on the date of final ratification of this Agreement by the County, shall receive a one-time base rate adjustment based in part on the new starting salary, and as follows:

date of hire:	1987 or before	\$ 3,500
	1988 to 1995	\$ 4,000
	1996 to 1998	\$ 5,000.

These adjustments shall be retroactive to the first pay period of January, 1999, excluding hours of overtime in 1999 for which a separate adjustment was made under the FLSA, but including all other overtime hours in 1999 and including all overtime hours in 2000, whether previously adjusted or not.

Section 2. All employees in the unit and employed by the Employer on the last pay period of 1999, and who are so

employed on the date of final ratification of this Agreement by the County, shall receive a raise of three percent (3 %) or \$ 1,100, whichever is greater, effective the first pay period of 2000 and retroactive to that date.

Section 3. All employees in the unit and employed by the Employer on the last pay period of 2000, shall receive a raise of three percent (3 %) effective the first pay period of 2001, and provided 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 and employed by the Employer on the last pay period of 2001, shall receive a raise of three percent (3 %) effective the first pay period of 2002, and provided 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. It is understood that employees holding the title of Public Safety Telecommunications Trainee do so during the current one-year training period, after which they are eligible to be promoted to the title of Public Safety Telecommunicators. During the time served in the trainee title, an employee is not eligible for any general raise set forth above; but at the time of promotion, an employee will receive a promotional increase of six percent (6 %) and thereafter be eligible for future general raises provided herein and as they occur.

Section 6. Employees who are assigned to be on an "on-call" status during their off-duty hours shall receive an additional five percent (5%) of their regular hourly salary for the time of such assignment. It is understood that "on-call" status will be paid at the rate of five percent (5 %) an employee's regular hourly salary for eight (8) hours for each 24-hour period of such assignment.

Section 7. Pay checks for employees working on the shift ending at 7:00 am on a Friday pay date will be made available to those employees at the end of their shift.

ARTICLE 7

SENIORITY

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

Section 2. Seniority in classification will be considered in transfers and reassignments in accordance with New Jersey Department of Personnel regulations, though the Employer 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 scheduling, provided that it may not strictly apply where ability to perform the work 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 as set forth in this Agreement and must utilize instead the appeal procedures available through the New Jersey Department of Personnel, Merit System Board.

Section 4. The filling of vacancies and positions shall be subject to New Jersey Department of Personnel regulations.

For promotions, each interested employee will be interviewed and thereafter provided with reasons for whatever

action is taken.

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

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

ARTICLE 8

HOURS OF WORK & OVERTIME

Section 1. The normal work week shall consist of forty (40) hours scheduled by the Employer, and currently providing for work to be done on four days in a week, with three days scheduled off in a week. This work period shall include a paid one-half (1/2) hour lunch time for days scheduled for more than 4 hours, during which time the employee may not leave the premises of the Employer.

Section 2. All employees shall receive time and one half pay for all hours actually worked in excess of their regularly scheduled workday, and for work in excess of forty (40) hours in a week, and provided that personal days and sick days shall not be counted as time worked in a week.

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

Section 4. All employees are expected to perform a reasonable amount of overtime. The Employer recognizes that it may be inconvenient for individual employees to work overtime and 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. In the event an employee is called back to

work after completion of a normal work shift, the employee shall be entitled to a minimum of two (2) hours pay at the overtime rate. This minimum shall not apply if the employee is called back to work two (2) hours or less prior to the start of their regular work assignment.

Section 6. Employees shall be granted a paid fifteen (15) minute coffee break during each four (4) hours of an assigned shift which shall be unscheduled, the timing of which shall be determined by workload.

Section 7. Employees shall not be permitted to switch shift assignments without permission, which permission will be denied if overtime is reasonably expected to be created. Employees shall not be permitted to be relieved "early", nor may the employee being relieved leave "early". All relief must be on the scheduled time.

Section 8. Compensatory time off may be granted on request of an employee and at the sole discretion of the Employer. Scheduling shall be by request of the employee and granted at the sole discretion of the Employer.

ARTICLE 9
OUT OF TITLE PAY

Section 1. An employee who is authorized by their immediate supervisor to perform functions of a senior position shall be eligible to receive additional compensation equal to five percent (5%) of their regular hourly pay for each hour of the assignment. Said additional compensation shall be paid only when the employee assumes senior duties and performs them for a period of at least four (4) continuous hours.

ARTICLE 10

PERFORMING WORK OF UNIT

Section 1. Due to the nature of the radio room, a supervisory or technical employee will be permitted to perform unit work at any time.

ARTICLE 11

UNIFORMS

Section 1. The Employer shall provide an annual uniform maintenance allowance to each employee in the amount of \$ 400.00, to be paid in the last payroll period of the year, provided that first year employees shall receive a pro rata amount based upon their month of hire.

Section 2. The Employer retains the right to direct the uniform to be worn by employees, along with safety equipment necessary to perform the work, and reserves the right to modify practices on reasonable notice to the Union and upon further consultation with the Union.

Section 3. If an employee reports to work not wearing the required uniform or designated safety equipment, that employee will be subject to being sent home for the day without pay and subject to further disciplinary action.

ARTICLE 12

HOLIDAYS

Section 1. The following days are recognized paid holidays: New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and including the day after Thanksgiving when that day is declared a holiday by the Board of Freeholders.

Section 2. Employees who are not scheduled to work on a holiday shall receive eight hours regular pay for the holiday. Employees who are scheduled to work on a holiday shall be paid at two and one-half times their regular hourly salary, which shall include the eight hours pay for their regular shift assignment plus a premium of one and one-half times their regular straight time rate for each hour worked.

It is understood that the provisions of this Section shall apply only to those actual holiday dates listed in Section 1 and that they shall not apply to other days on which other County employees might celebrate the holidays listed.

Section 3. 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 4. On days when the Monmouth County Board of

Chosen Freeholders closes all County offices because of snow or other emergency, the following wage rates shall apply:

(a) If all offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employee working on that day [11 pm to 11 pm] will receive two times their regular wage for all hours actually worked throughout their full regular shift. In no case shall more than eight (8) hours additional pay be credited.

(b) If all offices are closed after 9:00 a.m. for less than a full day, each bargaining unit employee working on that day [11 pm to 11 pm] will be paid two times their regular wage rate for all hours actually worked up to the number of hours the County offices were closed. In no case shall more than eight (8) hours additional pay be credited. All other hours worked on that day shall be paid at the rate called for in this Agreement.

(c) This section shall not apply if less than all County offices are closed.

ARTICLE 13

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 the rate of one day per month.

(c) Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter days per month.

(d) Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third days per month.

(e) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth days per month.

Section 2. For purposes of computation, those employees who are hired between January 1st and June 30th will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on

January 1st of the following year.

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

Section 4. Vacations shall be taken between January 1st and December 31st inclusive, with the following specialized rules to apply:

(a) Not more than one employee per squad may be scheduled for vacation at any one time, though exceptions may be considered at the sole discretion of the Employer.

Section 5. Employees may receive an advance vacation check for earned leave if they are taking a full week of vacation and if a written request is submitted to their supervisor at least four (4) weeks prior.

Section 6. Vacation schedules will be posted on the first week of November and the first week of January of each year for employees to schedule their vacations according to seniority for the succeeding half-year. The posting shall be removed by December 15 and March 15, respectively.

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

Section 8. Vacation time of five (5) days may be carried over into a succeeding year provided that a written request is submitted by October 1. If approval is not given, then the employee must either promptly schedule the remainder of vacation for the current year or use vacation already scheduled.

ARTICLE 14

LEAVES

Section 1. Sick Leave. Sick leave is defined as absence from post or duty by 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.

Unused 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 so provided shall be fully descriptive of the condition which required the absence from work and must include a consent provision to provide an Employer-designated doctor the right to request and review the records of the treating doctor to verify the illness.

Section 2. Personal Days. An employee is entitled to three (3) administrative days leave for the transaction of personal business upon prior written notice which shall normally

be given five (5) days prior to anticipated use and subject to approval of the Employer. Such leave cannot be accumulated from year to year. Approval of administrative leave shall not be unreasonably withheld unless a staff shortage will be incurred, however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances.

Section 4. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent or other member of the employee's immediate household.

The Employer reserves the right to verify the legal relationship to the employee.

Upon the death of an employee the County shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$ 15,000.00 or such higher amount as the County may hereafter adopt by resolution.

Section 5. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty.

Section 6. Compensation Days. An employee with

compensation time due them may request use of that time upon prior written notice which shall normally be given five (5) days prior to anticipated use and subject to approval of the Employer. Approval shall not be unreasonably withheld unless a staff shortage will be incurred.

ARTICLE 15

BULLETIN BOARD

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

Section 2. All notices to be posted by the Union must be presented to the Employer prior to posting to ensure compliance with Section 1.

Section 3. It is agreed that memoranda posted by the Employer shall also be separately maintained in a memo book for review by any employee.

ARTICLE 16

HEALTH BENEFITS

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee participation in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and paid through automatic payroll deductions.

The traditional indemnity medical insurance program shall not be offered nor available to employees hired on or after July 1, 1994. Availability of the traditional medical insurance program shall be governed by the County's resolution number 94-267, adopted April 14, 1994 and attached hereto as Appendix A.

Section 3. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$ 3.00 co-pay for prescription drugs and a \$ 1.00 co-pay for those who use generic drugs.

Section 4. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of 20 hours weekly. Temporary employees are not eligible for these benefits.

Section 5. At the time the County adopts the statutory compensation provided in NJSA 34:15-12(a) [and as that law may be amended], for all its unrepresented employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave for the first year.

Section 6. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the Employer may test that individual, which test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

Section 7. The Employer shall provide each employee with the opportunity for an annual hearing or eye examination. The scope of the examination will be determined by the Employer and the cost of the examining doctor will be paid by the Employer. If an employee wishes to take advantage of such examination, that employee must schedule it during off-hours and within the first three months of each new year.

ARTICLE 17

SEPARATION

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

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

Section 3. In cases of suspension or dismissal, the Employer shall notify the Union of such action unless otherwise directed by the affected employee.

Section 4. It is agreed that no employee shall be suspended or removed without just cause.

ARTICLE 18

VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS

Section 1. The seniority rights of employees who enlist or are drafted pursuant to law shall be maintained during the period of service and they shall have the right to reinstatement to their former position or to a position of equal status at the salary rate previously received together with all salary increases granted by the Employer to that employee's previous position during the period of military service.

ARTICLE 19

COMMITTEES

Section 1. There shall be established a joint Union-County Safety and Health Committee to review safety and health issues, including scheduling, equipment and security. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

Section 2. There shall be established a joint Union-County Uniform Committee to review uniform issues. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

ARTICLE 20

GENERAL

Section 1. It is agreed that the Employer and the Union will continue the practice of not discriminating against any employee because of race, color, creed, nationality, or sex. No employee shall be discriminated against or transferred because of lawful 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 21

FULL BARGAIN PROVISION

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

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

ARTICLE 22

DURATION OF THE AGREEMENT

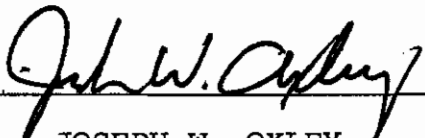
This Agreement shall be effective January 1, 1999 and shall continue in force and effect until December 31, 2002.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of ,2000.

COUNTY OF MONMOUTH

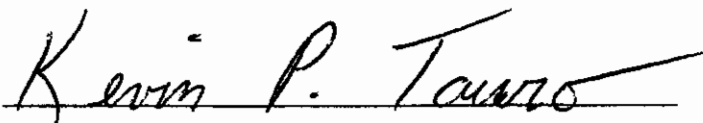

by: Director HARRY LARRISON, JR.

MONMOUTH COUNTY SHERIFF


by: JOSEPH W. OXLEY

INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL SALARIED, MACHINE & FURNITURE WORKERS, AFL-CIO

IUE, LOCAL 417


by: IUE Local 417 President, Kevin Tauro

APPENDIX A

RES.# 94-267

RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR
RETIREES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder HANDLIN offered the following
resolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these active employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder **STOPPIELLO** and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

... PUBLIC MEETING

APRIL 14, 1994

PAGE #15