

2768

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

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

IUE, LOCAL 417

[BLUE COLLAR UNIT]

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January 1, 2000 through December 31, 2002

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MONMOUTH COUNTY RECEIVED  
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cc: Finance  
Personnel ✓  
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## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	4
3	SHOP STEWARD	6
4	MANAGEMENT RIGHTS	8
5	GRIEVANCE PROCEDURE	10
6	SALARY	13
7	SENIORITY	16
8	HOURS OF WORK AND OVERTIME	18
9	OUT OF TITLE PAY	20
10	FOREMAN PERFORMING WORK OF UNIT	21
11	UNIFORMS	22
12	HOLIDAYS	23
13	VACATIONS	25
14	LEAVES	28
15	BULLETIN BOARD	31
16	HEALTH BENEFITS	32
17	SEPARATION, DISCHARGE AND DISCIPLINE	34
18	VETERAN'S AND VOLUNTEER RIGHTS	35
19	COMMITTEES	36
20	GENERAL	37
21	FULL BARGAIN PROVISION	38
22	DURATION OF AGREEMENT	39

This Agreement is entered into this            day of August, 2000, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [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 endorses the practice and procedure of collective bargaining as a fair and orderly way of conducting relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the County to operate in a responsible and efficient manner consistent with the paramount interests of the public.

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

It is the intention of this Agreement to provide where not otherwise mandated by statutes, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement to prevent interruptions of work and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 1  
RECOGNITION

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

HIGHWAY

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

PUBLIC BUILDINGS AND GROUNDS

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

TRAFFIC SAFETY/ENGINEERING

Electrician	Traffic Signal Repairer
Traffic Maintenance Worker	Traffic Signal Electrician
Traffic Enumerator	Traffic Sign Tech I/II

CENTRAL MOTOR POOL

Body Fender Mechanic	Mechanic
Laborer	Truck Driver
Mechanic Helper	Welder

BRIDGE MAINTENANCE DEPARTMENT

Bridge Repairer	Laborer
Bridge Construction Worker	Painter

SHADE TREE

Tree Climber	Inspector, Gypsy Moth
Tree Trimmer	Gardener

ARTICLE 2  
UNION SECURITY

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

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

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

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

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

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

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

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under NJSA 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. The Union agrees to hold the County harmless from any action taken by the County under the provisions of this Article.

ARTICLE 3  
SHOP STEWARD

Section 1. The Union may name Stewards for each area, 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 Steward, or a Chief Steward in the absence of the Steward, shall restrict their activities to the handling of grievances.

The Stewards 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 Stewards 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 Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

Section 4. The authorized representative of the Union may have access to the shop area on application to the office of



the respective Department Head. Such representative of the Union shall not interfere with the employees or cause them to neglect their work.

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

ARTICLE 4  
MANAGEMENT RIGHTS

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

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

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.

ARTICLE 5  
GRIEVANCE PROCEDURE

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

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

Section 3. The procedures following shall be resorted to as the sole means of obtaining adjustment of 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, the Steward, and the immediate supervisor. The immediate supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.

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

served by the Steward upon the Department Head. Within five (5) working days thereafter, the grievance shall be discussed between the Department Head 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 Department Head does not satisfactorily settle the grievance, the Union shall notify the Director of Public Works, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

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

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

If arbitration is selected, then within 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. 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.

Section 5. 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.

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.

ARTICLE 6

SALARY

Section 1. Effective the first pay period in 2000, the base salary for all employees in the unit and employed by the Employer on the last pay period of 1999, and who are also employed on the date of final ratification of this Agreement by the County, shall receive a wage increase of \$ 1,200 or 3 % or an adjusted salary based upon new title minimums, whichever is higher.

Employees hired in 2000 and who are also employed on the date of final ratification of this Agreement by the County, shall receive a wage increase to the new title minimums, retroactive to their date of hire.

The new minimums and pay adjustments shall be memorialized by a separate document titled DWKS5F and dated August 15, 2000.

Section 2. All employees in the unit and employed by the Employer on the last pay period of 2000, shall receive a wage increase of \$ 1,200 or 3 %, whichever is higher, effective the first pay period of 2001. It is agreed that if the Employer offers a higher general increase to its unrepresented employees, then that shall also be offered to this unit.

Section 3. All employees in the unit and employed by the Employer on the last pay period of 2001, shall receive a wage increase of \$ 1,000 or 3 %, whichever is higher, effective the first pay period of 2002. It is agreed that if the Employer offers

a higher general increase to its unrepresented employees, then that shall also be offered to this unit.

Section 4. Employees assigned inside the Monmouth County Correction Institution as a regular duty post, during the time of such assignment, shall receive pay calculated upon their base salary plus \$ 1,800.00. This shall not be a cumulative adjustment and this amount will be removed at such time as the assignment ends. Similarly, all employees who hold and use an LPL license shall receive \$ 1,000.00 and all employees who hold and use an HPL license or a LPL/HPL license shall receive \$ 1,200.00.

Section 5. Employees who are required to carry beepers and also required to be on-call during off-duty hours shall receive an additional six percent (6%) of their base salary per week for the time of such assignment. Employees required to carry beepers during off-duty hours but not otherwise required to be on-call shall receive an additional three percent (3%) of their base salary per week for the time of such assignment.

Section 6. It is agreed that should the Board of Chosen Freeholders grant a longevity program generally to its unrepresented employees, then negotiations will be re-opened on application of the said longevity program to this Unit. It is understood that this provision shall not apply should the Board of Chosen Freeholders grant a longevity plan where binding interest arbitration applies or as a result of longevity given in lieu of a wage increase.



ARTICLE 7

SENIORITY

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

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

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work are equal, as determined by the Department Head.

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

Section 4. The Employer shall endeavor to post all notices of job vacancies and newly created positions in all work locations for a period of three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Chief Steward.

The filling of such vacancies and positions shall be

subject to New Jersey Department of Personnel regulations. The appropriate Department Head shall interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position.

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

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

## ARTICLE 8

### HOURS OF WORK & OVERTIME

Section 1. The normal work week shall consist of forty (40) hours or five (5) consecutive eight (8) hour days. The normal work days shall be Monday through Friday, except for those employees assigned to twenty-four (24) hour per day, seven (7) day per week operations and those who may be scheduled for a work week on any five (5) eight (8) hour days within a week.

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

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

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

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

be the sole judge as to the necessity for overtime work.

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

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

Section 8. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay. The scheduling of all coffee breaks shall be the responsibility of the Department Head.

ARTICLE 9  
OUT OF TITLE PAY

Section 1. An employee who is authorized by their immediate supervisor to perform functions of a higher position shall receive additional compensation equal to six percent (6%) of base pay or the minimum rate for the higher classified position, whichever is higher. Said additional compensation shall be paid provided the employee assumes these duties and performs for a period of three (3) consecutive days or more. Once an employee works the three (3) consecutive days they will receive compensation at the higher rate for the total hours worked. The employer agrees that it will not unreasonably curtail higher position assignments to avoid this provision.

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

Section 3. A trade employee who is authorized by their immediate supervisor to perform functions of another trade shall receive additional compensation equal to six percent (6%) of base pay. Said additional compensation shall only be paid provided the employee assumes these trade duties and performs them for a period of thirty consecutive working days or more. Once an employee works the thirty consecutive working days, they will receive compensation at the higher rate for the total hours worked.

ARTICLE 10

FOREMAN PERFORMING WORK OF UNIT

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

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

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

ARTICLE 11

UNIFORMS

Section 1. The uniform maintenance allowance shall continue to be paid as previously and in the amount of \$150.00. The uniform maintenance allowance shall not apply to those employees for whom the County continues to provide cleaning service.

Section 2. The County reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the uniform committee.

Section 3. If an employee reports to work not wearing the required uniform or 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.

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

Section 2. Employees who are recalled to work duty on any of the above holidays shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate for each hour worked.

Employees who are assigned to twenty-four (24) hours per day, seven (7) days per week operations and those who may be scheduled for a work week of any five (5) eight (8) hour days within a week shall be paid at two and one-half times their regular 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 holidays listed in Section 1 and shall



not apply to those days on which other County employees are released from work early because of weather emergencies.

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

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive an additional vacation day to be scheduled at the discretion of the Employer.

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

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

(b) If all County offices are closed after 9:00 a.m., or for less than a full day, each bargaining unit employee working on that day will be paid two times their regular wage rate for all hours actually worked between the time of closure and 4:30 p.m., or until such time as the closure is ended. 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 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. 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) Supervisory employees will not be considered when determining how many employees may be on vacation at one time.

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

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

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

Section 5. Vacation schedules will be posted in each department or district on January 2 of each year for employees to schedule their vacations according to seniority. The posting shall be removed by March 31, or sooner if fully completed.

Section 6. Vacations shall be taken in five (5) day increments except as otherwise agreed with the Employer.

Section 7. Vacation time of five (5) days may be carried over into a succeeding year provided that a written request is submitted not later than September 1 of a preceding year and approved by the Department Head or designee on or by October 1 of a preceding year. If an approval is not received, then the request

shall be deemed denied, and the affected employee must then immediately schedule the remainder of vacation for the current year.

It is understood and agreed that any postponed vacation must be scheduled for use and used not later than by April 1 of the succeeding year.

## ARTICLE 14

### LEAVES

Section 1. Sick Leave. Sick leave is defined as absence of post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.

2. One and one-quarter (1 1/4) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

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

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

unreasonably withheld, however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances.

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

Upon the death of an employee the County shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$ 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, when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the agency, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President

of the United States. It is understood that employees will be permitted to keep any fee or expenses paid by the Courts while serving of jury duty. A copy of subpoena or order to appear must be furnished to the Employer prior to the absence.

ARTICLE 15  
BULLETIN BOARD

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

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



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 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 made through automatic payroll deductions.

Section 3. The provisions of Board resolution # 94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter. That resolution is attached hereto as an appendix.

Section 4. In lieu of a demand for a clothing allowance, it is agreed that the County shall provide \$6.00 per week for the IUE sponsored dental plan.

Section 5. 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 6. The statutory compensation provided in NJSA

34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such 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, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply.

Section 7. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County 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.

ARTICLE 17

SEPARATION, DISCHARGE AND DISCIPLINE

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

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

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

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.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after honorable discharged from service. This clause shall be subject to all pertinent and applicable provisions of law.

Section 3. Any employee in the Reserves who is called to active duty shall maintain seniority rights and shall receive pay in the amount of the difference between their service pay and eight (8) hours straight time pay for time lost.

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

ARTICLE 19

COMMITTEES

Section 1. There shall be established a joint Union-County Safety and Health Committee to review safety and health issues. Each party shall designate four (4) members of the Committee. The 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 four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

Section 3. A Commercial Driver License is required for the performance of certain job functions identified by the Employer. All employees in the said classifications shall be required to obtain a Commercial Driver License [CDL]. The County shall agree to pay the license cost, including renewal cost.

ARTICLE 20

GENERAL

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

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

ARTICLE 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 19

DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2000 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 August, 2000.

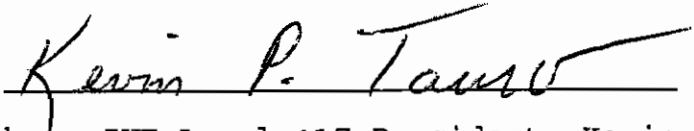
COUNTY OF MONMOUTH



by: Director HARRY LARRISON, JR.

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

IUE, LOCAL 417



by: IUE Local 417 President, Kevin Tauro



	A	B	C	D
1			2000	
2		TITLE	RANGE	
3				
4		AUTO SERVICE WRI	\$28,600	
5		AUTO SERVICE WRI	\$24,000	
6				
7		B MNT WKR	\$28,859	
8		B MNT WKR	\$20,000	
9				
10		B MNT WKR LPL	\$22,000	
11		B MNT WKR LPL	\$20,000	
12				
13		BDY FEND MEC HAN	\$32,000	
14				
15		BOILER OPER/MNT	\$41,000	
16		BOILER OPER MNT	\$28,000	
17				
18		BRG REPRER	\$33,865	
19		BRG REPRER	\$24,000	
20				
21		CARPENTER	\$32,000	
22				
23		ELEC HELPER	\$27,495	
24		ELEC HELPER	\$20,000	
25				
26		ELECTRICIAN	\$32,000	
27				
28		EQUIP OPER	\$44,169	
29		EQUIP OPER	\$32,000	
30				
31		GROUNDSKEEPER	\$24,692	
32		GROUNDSKEEPER	\$20,000	
33				
34		HEAT A/C MECH LP	\$32,000	
35				
36		HEAT AIR CON MEC	\$34,000	
37		HEAT AIR CON MEC	\$32,000	
38				
39		HVY EQP OPER	\$46,979	
40		HVY EQUIP OPER	\$36,000	
41				
42				

	A	B	C	D
43		INSPEC GYP MOTH	\$26,467	
44		INSPEC GYP MOTH	\$24,000	
45				
46		LABORER	\$45,983	
47		LABORER	\$20,000	
48				
49		MECHANIC	\$32,000	
50				
51		MECHANIC HLPR	\$22,000	
52		MECHANIC HLPR	\$20,000	
53				
54		MNT REPAIRER	\$26,007	
55		MNT REPAIRER	\$24,000	
56				
57		MNT REPAIRER LPL	\$34,085	
58		MNT REPAIRER LPL	\$24,000	
59				
60		PAINTER	\$32,000	
61				
62		REFRIG MECH	\$32,000	
63				
64		SR B MNT WKR	\$27,000	
65		SR B MNT WKR	\$24,000	
66				
67		SR B MNT WKR LPL	\$28,495	
68		SR B MNT WKR LPL	\$24,000	
69				
70		SR BOD & FEN MEC	\$38,000	
71				
72		SR BOIL OP/SR MN	\$32,000	
73				
74		SR BRG REPR	\$29,000	
75		SR BRG REPR	\$28,000	
76				
77		SR CARPENTER	\$36,000	
78				
79		SR ELECTRICIAN	\$38,000	
80		SR ELECTRICIAN	\$36,000	
81				
82		SR GARDENER	\$32,288	
83		SR GARDENER	\$28,000	
84				

	A	B	C	D
85		SR GROUNDSKEEPER	\$26,695	
86		SR GROUNDSKEEPER	\$24,000	
87				
88		SR MECHANIC	\$37,000	
89		SR MECHANIC	\$36,000	
90				
91		SR MECHANIC DIES	\$37,000	
92		SR MECHANIC DIES	\$36,000	
93				
94		SR MNT REPAIRER	\$32,723	
95		SR MNT REPAIRER	\$28,000	
96				
97		SR MNT REPR LPL	\$37,181	
98		SR MNT REPR LPL	\$28,000	
99				
100		SR PAINTER	\$42,189	
101		SR PAINTER	\$36,000	
102				
103		SR PLUMBER	\$36,000	
104				
105		SR PLUMBER LPL	\$36,000	
106				
107		SR SECURITY GRD	\$28,000	
108				
109		SR TREE CLIMB	\$38,997	
110		SR TREE CLIMB	\$32,000	
111				
112		SR TREE TRIM	\$28,000	
113				
114		SR TRF MNT WKR	\$32,589	
115		SR TRF MNT WKR	\$28,000	
116				
117		SR TRF SIGN ELE	\$36,000	
118				
119		SR WELDER	\$37,000	
120		SR WELDER	\$36,000	
121				
122		STOCK CLERK	\$25,700	
123		STOCK CLERK	\$20,000	
124				
125		STOCK HANDLER	\$27,587	
126		STOCK HANDLER	\$20,000	

	A	B	C	D
127				
128				
129		TREE CLIMB	\$30,000	
130		TREE CLIMB	\$28,000	
131				
132				
133		TREE TRIMMER	\$25,000	
134		TREE TRIMMER	\$20,000	
135				
136		TRF MNT WKR	\$28,000	
137				
138		TRF SIGN TECH 1	\$28,000	
139				
140		TRF SIGN TECH 2	\$32,000	
141				
142		TRUCK DRIVER	\$42,376	
143		TRUCK DRIVER	\$24,000	
144				
145				

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. Naroanick, Mr. Powers, and Director Larrison
In the Negative:	None
Abstain:	None
Absent:	None