

AGREEMENT

BETWEEN

**THE MONMOUTH COUNTY CLERK
AND
THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

AND

**THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
SEIU, AFL-CIO, LOCAL R2-30**

January 1, 2010 through December 31, 2012

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This Agreement is entered into this 23 day of June, 2011, by and between the MONMOUTH COUNTY CLERK (hereinafter called the "Employer" or "County Clerk") and the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS (hereinafter called the "County" or "Employee Funding Agent") and the SEIU, National Association of Government Employees, Local R2-30 (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 law, 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 I
RECOGNITION

Section 1. 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 all full-time employees of the Monmouth County Clerk's Office in the following titles, including senior and principal variants on said titles, but excluding Confidential Employees, Managerial Executives, Police, Blue Collar, Professional and Supervisory Employees:

Bookbinder	Principal Index Clerk
Clerk	Principal Clerk
Clerk Stenographer	Principal Clerk Typist
Clerk Typist	Principal Map Clerk
Index Clerk	Principal Records Retrieval
Map Clerk	Senior Records Retrieval
Microfilm Machine Operator	Senior Clerk
Micro Machine Operator Typist	Senior Clerk Typist
Records Retrieval Operator	Senior Index Clerk
Principal Microfilm Machine Operator	Senior Microfilm Machine Operator
	Senior Map Clerk

Section 2. Any new title authorized for use by the Employer will be included through negotiations between the parties or by a final ruling of the Public Employment Relations Commission.

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 may be informed by a Union representative that they have the opportunity to join the Union or pay to the Union a representation fee. The Employer shall notify the President or his designee of any new hire within five (5) working days of such hire.

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 representative 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.

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

Section 5. The County will permit up to four (4) members of the Union to attend negotiations sessions during working hours with the County and/or the County's representative for the purposes of negotiating a successor collective negotiations agreement. Duly elected officials of the local Union shall be granted an aggregate of five (5) days for each year of this Agreement to attend duly verified Union conventions and/or seminars held by the Union. Notice to attend a Union convention or Union seminar shall be given to the Employer in writing at least fourteen (14) days prior to the expected attendance.

ARTICLE 3
SHOP STEWARD

Section 1. The Union may name three 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. Officers and/or Stewards shall be allowed a reasonable amount of time for the handling of grievances. Officers and/or Stewards must ask their immediate supervisor for permission to investigate and adjust grievances during work hours, and such permission shall not be unreasonably withheld.

Section 3. With the exception of processing grievance matters, negotiating contracts, and/or meetings with management, Officers and Stewards will not be allowed to transact any Union business on the Employer's time.

Section 4. An authorized representative of the Union may have access to the County Clerk's offices upon application to the Employer. Such representative of the Union shall not interfere with the Employer or cause them to neglect their work.

Section 5. The Employer agrees that there will be one-half (1/2) hour granted to the Union to address new employees.

Section 6. While the authorized representatives of the Union are on County property, the Union shall hold the County Clerk and the County harmless against any injuries or accidents that may occur to that individual.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and Constitution of the State of New Jersey and the United States of America.

Section 2. It is recognized that the County Clerk has and will continue to retain the right and responsibility to direct the affairs of the department covered by this Agreement in all its various aspects.

Section 3. Among the rights retained by the County Clerk are the rights to direct the working forces, to plan, direct and control all of the operations and services of the department covered in this Agreement, 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 providing further that no employee in an affected title shall be paid less than any newly established minimum in accordance with New Jersey Civil Service Commission regulations; 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 (provided such rules are equitably applied and enforced); and to change or eliminate existing methods, equipment or facilities. The exercise of any of the above rights shall not conflict with any express written provision 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
PERSONNEL PRACTICES AND DISCIPLINE

Section 1. Discipline and/or discharge of an employee shall be for just cause only. The sole right to discipline and/or discharge employees for just cause is retained by the Employer, but the parties recognize the concept of progressive discipline based upon the nature of the facts and circumstances of the alleged incident(s).

Section 2. In any case of disciplinary action (except letters of reprimand), including discharge, the Employer will notify the Union President or Shop Steward of the action taken no later than the next workday whenever practicable.

Section 3. No claim involving discipline or discharge shall be submitted to grievance arbitration if the matter is subject to the appeal procedures of the New Jersey Civil Service Commission. Minor disciplinary actions not subject to the appeal procedures of the New Jersey Civil Service Commission may be submitted to the grievance procedure. An employee may be subject to the types of discipline (major and/or minor) as set forth in New Jersey Civil Service Commission rules and regulations.

Section 4. Each employee may review the contents of his or her personnel file upon request and have copies of his or her file or portions thereof. An employee can utilize the grievance procedure set forth in Article 6 for any documents that he/she did not receive prior notice of or have prior knowledge.

Section 5. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of six percent (6%) over their present salary or increased to the entry level salary for the new title, whichever is greater. Entry level rates are set forth in Attachment A to this

Agreement.

Section 6. The Employer agrees to post notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Steward, Union President and/or Vice-President. The filling of these vacancies and positions shall be subject to New Jersey Civil Service Commission regulations.

Section 7. If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Civil Service Commission rules and regulations.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance means any complaint concerning:

1. The effect or interpretation, or a claim of breach of this Agreement; or
2. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Any grievance that may arise between the Parties shall be resolved utilizing the procedure set forth below.

Section 2. The following procedure shall be the sole means of obtaining adjustment of the grievance. Failure at any step of this procedure by management to communicate the decision on a grievance within the specified time limits shall permit a grievance to proceed to the next step. Failure at any step of this procedure by the employee 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.

To be considered under this procedure, a grievance must be initiated in writing ten (10) working days from the date when the cause for the grievance occurred or when the employee knew or should have reasonably known of it.

STEP 1. The grievance, when it first arises, shall be taken up between the employee, the Union Representative and the immediate supervisor. The immediate supervisor shall within five (5) working days thereafter give an oral or 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 five (5) working days after the Step 1 answer was received or due, whichever is earlier. The grievance must state the specific provision of the Agreement brought into question and it shall be served by the Union upon the assigned Deputy County Clerk. Within five (5) working days thereafter, the grievance shall

be discussed between the Deputy County Clerk 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 assigned Deputy County Clerk does not satisfactorily settle the grievance, the Union shall notify the County Clerk, who may meet with a representative of the Union within five (5) working days after the Step 2 answer was received or due, whichever is earlier. 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 employee may elect to proceed through the New Jersey Civil Service Commission where applicable, or the Union may request arbitration under this Step. However, upon selection of either the Civil Service Commission or arbitration under this Step, the choice 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 after the Step 3 answer was received or due, whichever is earlier, 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 3. Any Group or Policy grievance shall be presented in writing by the Union in accordance with the Section 2 Grievance Procedure.

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 provisions 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.

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.

ARTICLE 7
SALARY

Section 1. Only those employees employed on the date of final ratification of this Agreement by the County shall receive the wage increases retroactive to the first pay period of 2010.

Section 2. All employees in the unit and employed by the Employer on Jan. 1, 2010 shall receive a wage increase of **3.00%**, effective the first pay period of 2010.

Section 3. All employees in the unit and employed by the Employer on Jan. 1, 2011 shall receive a wage increase of **1.25%**, effective the first pay period of 2011. Additionally, all employees in the unit and employed by the Employer on Jan. 1, 2011 shall receive a one-time \$250.00 "equity adjustment" added to their base pay effective the first pay period of 2011.

Section 4. All employees in the unit and employed by the Employer on Jan. 1, 2012 shall receive a wage increase of **1.25%**, effective the first pay period of 2012.

Section 5. The minimum starting salary for full-time employees will be \$20,000 per annum subject to any future negotiated increases.

Section 6. Any employee specifically designated by the County Clerk as a bilingual employee shall receive a \$1,000.00 annual stipend, which shall be paid during the last pay in December of each year on a pro-rata basis.

Section 7. Effective upon final ratification of this Agreement by the County, any employee specifically designated by the County Clerk as a photographer shall receive a stipend of \$200.00 per month for any month in which the employee has actually performed photography services, up to \$2,400 per calendar year, which shall be paid during the last pay in December of each year on a pro-rata basis.

ARTICLE 8
SENIORITY

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

Section 2. Seniority in classification will be considered in transfers and re-assignments in accordance with Civil Service Commission regulations. However, the County Clerk shall have the final authority to reassign or transfer an employee as work load dictates.

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

Section 3. The County Clerk 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 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 the Agreement.

ARTICLE 9
HOURS OF WORK AND OVERTIME

Section 1. The normal work week of full-time employees shall consist of thirty-five (35) hours on five (5) consecutive seven (7) hour days. Normal work days shall be Monday through Friday.

Section 2. All employees shall receive time and one half (1 1/2) pay for all hours worked in excess of forty (40) hours in any given week, provided that only actual hours worked, approved vacation time and approved personal time will be included in determining hours actually worked in a week. It is agreed that sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.

All employees shall be compensated at one and one-half times (1 1/2) 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. The County Clerk does recognize 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 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. 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 meals and coffee breaks shall be the responsibility of the immediate supervisor, or designee.

ARTICLE 10
HOLIDAYS

Section 1. The following days are recognized paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
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, split assignments acceptable.

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 day of vacation to be scheduled at the discretion of the Employer.

Section 5. Employees may use personal days or vacation days for the observance of established religious holidays other than those listed as paid holidays.

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:

(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 (1) day per month.

(c) Fifteen (15) working days per years beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one quarter (1 1/4) 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 one-third (1 1/3) 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 (2 1/12) days per year.

Section 2. For purposes of computation, those employees who are hired between January 1 and June 30th will be credited for that year of service in determining time served for their vacation time. 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. Vacations shall be taken in five (5) day increments for seniority selections, and for one or more days for non-seniority selections.

Section 4. Vacation schedules, for seniority purposes, must be scheduled between January 1 and March 15. Employees may request vacation time on a first-come, first-served basis after March 15. Those not selecting a vacation from the seniority selection, or who have days remaining after making their seniority selection, can request vacation time of one or more days during the year on a non-seniority basis by written request, subject to Employer approval. It is agreed that the decision of the Employer with respect to granting or denying non-seniority vacations will not be grievable under this Agreement.

Section 5. Carry-over vacations, if any, shall be permitted in accordance with County policy. It is understood and agreed that any postponed vacation must be scheduled for use and used no later than by April 1 of the succeeding year.

Section 6. If an employee is on vacation and becomes ill during that time so as to not allow the employee to continue his/her vacation, and can provide a doctor's proof of such illness, or should a death in the family occur in accordance with the provisions of the bereavement leave paragraph contained in this Agreement, then that vacation time may be changed to sick and/or bereavement leave, as applicable, and the employee's vacation leave shall be reinstated. If a holiday occurs during a vacation, it shall not be counted as a day of vacation.

ARTICLE 12
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, or attendance upon a seriously ill member of the employee's immediate family requiring the constant care of such family member. 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 ¼) days per month worked during each year thereafter.
3. Sick leave will be accumulative from year to year.
4. Sick leave may be taken in fifteen (15) minute increments.

The Employer may require proof of illness for any absence in accordance with all applicable laws, including, but not limited to, the New Jersey Civil Service Commission's rules and regulations as set forth in Title 4A of the New Jersey Administrative Code.

If any employee uses five (5) or less sick days in any given calendar year, the employee will receive a fifteen dollar (\$15.00) stipend for each unused sick day out of his/her annual allotment of fifteen (15) sick days. The payment schedule is as follows:

<u>Employee Use:</u>	<u>Payment:</u>
0 days	\$225
1 day	\$210
2 days	\$195
3 days	\$180
4 days	\$165
5 days	\$150

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 by the Employer. Such leave cannot be accumulated year to year. It is understood that approval of such administrative leave shall not be unreasonably withheld. Personal days may be taken in half-day (1/2) increments.

Section 3. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, civil union partner, domestic partner or child, including a step-child, grandchild, or adopted child. An employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family, which is defined as a 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 between the decedent and the employee.

Upon the death of an employee, the County shall pay supplemental compensation to that employee's estate in the amount of one-half (1/2) of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution.

Section 4. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty, or 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 of the County Clerk, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor of New Jersey or

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

Section 5. Personal Unpaid Leave. An employee may request an unpaid leave of absence for up to six (6) months pursuant to New Jersey Civil Service Commission regulations. An employee may make application for an extension of the initial six (6) month leave pursuant to New Jersey Civil Service Commission regulations.

Section 6. Military Leave. A permanent employee who enters into active duty in the United States Armed Forces in time of war or emergency or who is actively engaged in Reserve or National Guard duty will be granted a leave of absence in accordance with all applicable laws.

Section 7. Family and Medical Leave. Employees may be entitled to Family/Medical Leave under the Federal Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("FLA"), N.J.S.A. 34:11b-1, et seq., and the administrative regulations promulgated thereunder, in accordance with all applicable laws and the County's published Family/Medical Leave policy.

ARTICLE 13
BULLETIN BOARD

Section 1. The County shall permit the Union to exclusively use one (1) bulletin board at each worksite, with the site designated by each affected Department or Division Head for posting of information concerning Union meetings and elections and reports of Union committees.

Section 2. The Union agrees the posted materials shall not be in violation of the Constitutions of the United States and the State of New Jersey, and shall not reflect adversely upon the County, any of its employees, elected officials, or appointed boards. The County shall be entitled to remove or cause the removal of any information on Union bulletin boards as to which the Union is found to be in violation of this Article.

Section 3. It is further agreed that all notices are to be presented to and reviewed by the County Clerk prior to posting.

ARTICLE 14
HEALTH BENEFITS

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan for employees covered by this Agreement. Employees shall pay 1.5% of their annual base salary as a contribution towards defraying the County's cost of providing this plan, which shall not increase during the term of this Agreement unless specifically required by New Jersey law. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the 1.5% contribution for the employee. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. An employee opting to participate in such program shall be responsible for a portion of the premium costs as generally calculated by the County and such contribution shall be made through automatic payroll deductions. If those premium costs represent less than 1.5% of the employee's annual base salary, then the employee shall pay 1.5% of his or her annual base salary instead, which shall not increase during the term of this Agreement unless specifically required by New Jersey law. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

Section 3. The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders, and attached hereto as Appendix A,

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.

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 twenty (20) hours weekly. Temporary employees are not eligible for these benefits.

Section 5. 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. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations, or January 1, 2012, whichever comes later. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees or the following:

Non-Mail Order

Retail (brand) \$25.00 (current \$15)

Generics \$10.00 (current \$5)

90 days Mail Order

Retail (brand) \$15.00 (current \$10)

Generics \$5.00 (current \$0)

Section 6. Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. All other terms and conditions of an Employee's entitlement to benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

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 County's CDL substance abuse testing policy as adopted by formal resolution.

ARTICLE 15
SEPARATION FROM SERVICE

Section 1. An employee may separate from service with the Employer by submitting his or her voluntary resignation. Employees who wish to voluntarily terminate their employment 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 County Clerk or a Deputy County Clerk may accept an immediate oral resignation, but such resignation shall be considered not in good standing unless differently recorded by the Employer.

ARTICLE 16
COMMITTEES

Section 1. There shall be established a joint Safety and Health Committee to review safety and health issues in the workplace. 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 a proposed agenda.

ARTICLE 17
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership, or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

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 18
OFFICE SPACE

Section 1. The Union shall be provided with a place for a file cabinet. The Union may utilize meeting rooms after normal business hours for local membership meetings when those rooms are not otherwise in use, provided there is no additional cost or expense to the County. Prior notice to request the use of such room shall be provided to the County Clerk.

Section 2. Reasonable use of telephone and facsimile equipment shall be permitted, limited to calls necessary for legitimate Union business required to be performed during normal business hours.

Section 3. The County shall provide the Union with a copy of any County manual and/or State regulations and/or amendments thereto used to govern County employees.

ARTICLE 19
INCLEMENT WEATHER

Section 1. 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:

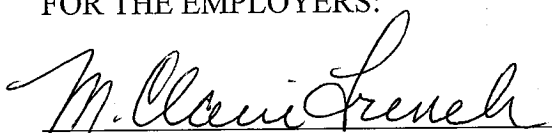
- (a) If all offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employees working during the closure will receive two (2) times their regular wage for all hours actually worked throughout the full shift.
- (b) If all offices are closed after 9:00 a.m. or for less than a full day, each bargaining unit employee working during the closure will be paid two (2) times their regular wage rate for all hours actually worked between the time the County offices are closed and 4:30 p.m. All other hours worked on that day shall be paid at the rate called for in this Agreement.
- (c) This Section shall not apply if less than all County offices are closed.
- (d) During any County-wide closure, daily wages to be paid to those not working will be based upon their average hours worked the previous month.

ARTICLE 20
DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2010 and shall continue in force and effective until December 31, 2012.

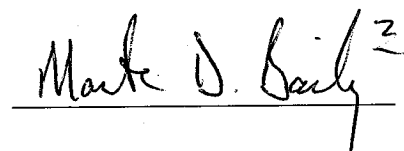
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 23rd day of June 2011.


FOR THE EMPLOYERS:

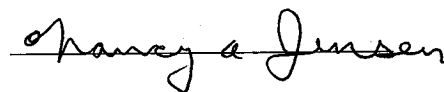

MONMOUTH COUNTY CLERK

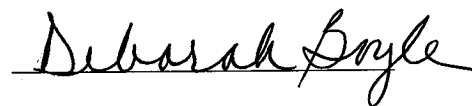
MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

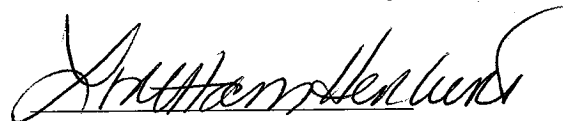
FOR THE UNION:


Mark D. Bailey^z


Candida Broderick


Nancy a Jensen


Deborah Boyle


Matthew Henderson