

AGREEMENT
BETWEEN

THE BOARD OF CHOSEN FREEHOLDERS OF
MONMOUTH COUNTY, NEW JERSEY
THE BOARD OF RECREATION COMMISSIONERS OF
MONMOUTH COUNTY, LINCROFT, NEW JERSEY

AND

COMMUNICATION WORKERS OF AMERICA (CWA),
LOCAL 1034, BRANCH 4

January 1, 2003 – December 31, 2006

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This AGREEMENT, made on this 5th day of January 2004, by and between THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, referred to as the "Employer" and THE COMMUNICATION WORKERS OF AMERICA, (CWA), LOCAL 1034, BRANCH 4, hereinafter, referred to as the "Union", represents the complete and final understanding between the Employer and the Union.

ARTICLE I: PREAMBLE

It is the intent and purpose of the parties hereto to set forth herein the AGREEMENT covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto and to secure closer and more harmonious relations between said parties.

This AGREEMENT shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

ARTICLE II: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative of all non-supervisory, blue and white collar employees including craft, professional and technical employees, but excluding supervisory employees, confidential employees and managerial executives of the Board of Recreation Commissioners for rates of pay, hours of work and other conditions of employment. The provisions of this agreement, with the exception of the discharge provisions of ARTICLE XX, shall also apply to temporary full-time employees. Disciplinary procedures unrelated to discharge will be subject to the provisions of ARTICLE VI. Both the Union and the employee will be notified of the employee's temporary status at time of appointment.
- 2.2 In the event that the Board of Recreation Commissioners employs federally funded employees under a program similar to the CETA program, those employees shall be included in the bargaining unit unless such inclusion is prohibited by law.
- 2.3 The Union and the Employer agree that supervisory and management personnel shall not be permitted to perform the work of the Unit except under the following circumstances:
- 2.3.1 Emergencies
 - 2.3.2 To instruct and train employees.
 - 2.3.3 When relieving regular employees for lunch or relief breaks.
 - 2.3.4 When starting and testing new equipment or processes.
 - 2.3.5 To perform the work when necessary. It is the intention of the employer that unit work shall be performed by supervisory and managerial personnel on a periodic basis and not as a replacement of regular unit employees.
 - 2.3.6 Both parties recognize that Maintenance and Operations of Golf Courses is unique. Therefore, supervisors and management personnel shall perform the work of the Unit if and when necessary.
 - 2.3.7 Due to the nature of the work, a supervisory or management employee may at any time perform work that is normally performed by the employees, either to check the accuracy of results previously obtained, or to speed up the obtaining of results in order to prevent any undue delays.
 - 2.3.8 It is understood that the employees responsible for the maintenance and operation of Historical Sites as listed on the National Register of Historic Places shall be permitted to perform the work of the unit without any restrictions whatsoever.
 - 2.3.9 The foreman assigned to Auto Shop, the supervising electrician, and the carpenter foreman shall be working-foremen permitted to perform bargaining unit work.

ARTICLE II: RECOGNITION continued

- 2.3.10 It is understood that supervisory personnel in: (a) Holmdel Park Food Service; (b) Purchasing, Clerical; (c) Visitor Services, Clerical; (d) Public Information, Clerical; and (e) one supervisory person in each pro shop and food service area of golf courses; shall continue to be allowed to perform bargaining unit work in accordance with past practice.

- 2.4 The following employees are excluded from this agreement
 - 2.4.1 Provisional Part-time Employees
 - 2.4.2 Seasonal Employees
 - 2.4.3 Supervisory Employees
 - 2.4.4 Managerial Executives
 - 2.4.5 Confidential Employees as follows: (a) Secretary to the Director of County Parks and Recreation; (b) Secretary to the County Park Superintendent; (c) Secretary to the Assistant Superintendent of Recreation -Personnel; (d) Secretary to the Assistant Director; (e) Payroll Clerk; (f) Secretary to Land Acquisition; (g) Senior Planners assigned to Land Acquisition.

ARTICLE III: NEW JERSEY DEPARTMENT OF PERSONNEL REGULATIONS

- 3.1 The parties recognize that the Department of Personnel, State of New Jersey has general authority for the promulgation of job titles; and that the rules published by the New Jersey Department of Personnel, as contained in N.J.A.C. 4A:1, et seq., shall be applicable.
- 3.2 The administrative and procedural provisions and controls of the New Jersey Department of Personnel and the Rules and Regulations promulgated there under are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not contained therein. In such cases, the provisions of this Agreement shall be observed.

ARTICLE IV: MANAGEMENT RIGHTS

- 4.1 Subject to the provisions of this Agreement, the Union recognizes that the management of all operation, the control of properties and the maintenance of order and efficiency are vested solely in the Employer.
- 4.2 The Union and the Employer agree that the employer shall retain its management rights, including, but not limited to the right to:
- 4.2.1 Direct the work force; hire, promote, transfer, assign or reassign; discharge, suspend or discipline for cause and to maintain discipline and efficiency; and the right to relieve employees from duty because of lack of work or other legitimate reason is vested solely in the Employer. Provided, however, that these rights shall be executed in accordance with the terms and provisions of this Agreement and shall not be utilized for the purpose of discrimination against any member of the Union.
 - 4.2.2 Additionally, the services provided to the public; the locations of the parks, the scheduled hours of operation; the methods, processes and means of operation, including the type and number of machinery, tools and equipment; and the selection, procurement, design and control of such machinery, tools and equipment; are the exclusive responsibility of the Employer.
 - 4.2.3 It is also recognized that the employer has the right to purchase the services of others by contract or otherwise; to make reasonable rules and regulations which shall be equitably administered and adhered to; and which rules shall not be inconsistent or contrary to this Agreement.
- 4.3 The Employer agrees that the purchase of services of others by contract, or otherwise, shall not displace or adversely effect the status of the employees of the Board of Recreation Commissioners.

ARTICLE V: UNION STEWARDS AND UNION REPRESENTATION

5.1 The Employer recognizes and agrees to deal with the accredited Union Stewards and Representatives of the Union in all matters relating to grievances.

5.2 A written list of the officers of the Union and the Union Stewards with the specific areas they represent shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer promptly in writing of any changes of such Union Officers.

5.3 The number of Union Stewards in addition to the Chief steward shall not exceed:

One (1) Steward Representing	Craft Employees
Two (2) Stewards Representing	Professional & Technical Employees
One (1) Steward Representing	Clerical Employees
Seventeen (17) Stewards Representing	Maintenance and Operations Employees

In the event of a new park area and that area has five (5) or more employees assigned, the above cap will be increased accordingly.

5.4 The Union Negotiating Committee shall consist of seven Park System employees.

5.5 The Union Grievance Committee shall consist of:

- One (1) Chief Steward
- One (1) Steward from the appropriate work area involved and the aggrieved employee

In the absence of the steward from the appropriate work area involved, the Chief Steward shall handle the grievance. The Chief Steward will be permitted to leave his work station to resolve disputes of an emergency nature after receiving approval of his Supervisor; such approval shall not be unreasonably withheld. In the absence of the Chief Steward, the Executive Board Member at Large shall act in his behalf. If neither the Chief Steward nor the Executive Board Member at Large is available, the President of Local #1034 may appoint a Steward to temporarily perform the duties. The Secretary-Director of the Monmouth County Park System shall be notified of this appointment.

5.6 A Steward may investigate the specific grievance, provided it is in his or her assigned work area, and assist in its presentation. Such time as needed in tending to this procedure shall not exceed one (1) hour in any one day for those Stewards involved. When it becomes necessary for employees or Stewards to interrupt or leave their work to handle a grievance, in accordance with the grievance procedure established in this agreement, such representatives shall notify their supervisor and/or Department Head. They shall return to work as promptly as possible and shall immediately notify their supervisor and/or Department Head of their return.

5.7 Representatives of the Union who are not employees of the Employer shall be granted visitation rights to the work area for the purpose of consulting with an employee who has a grievance, investigating a grievance and representing an employee at a grievance hearing. Notification for such access shall be given in advance through the Board of Recreation Commission's Secretary-Director or his designee.

ARTICLE V: UNION STEWARDS AND UNION REPRESENTATION continued

- 5.8 The Chief Steward, the Executive Board Member at Large and various Stewards may meet once a month on the last Friday of each month for two (2) hours commencing at 3:00 PM to discuss Union Matters relating to the prevention of or early settlement of grievances.
- 5.9 It is agreed that Union Stewards shall not be reassigned to a new Administrative Area except when his/her assigned area does not require Steward representation.
- 5.10 The Employer shall supply the Chief Steward with the names, addresses, job titles, assigned work areas, and effective date of hire for all new employees, including permanent part-time employees, within one week of the appointment by the Board of Recreation Commissioners. Review of all job titles to be added or deleted shall take place between the parties designated representatives, no later than January 31st of each year.
- 5.11 The Employer shall supply the Chief Steward with a copy of all postings for employment or promotion in unit positions. The Chief Steward may contact the Employer to determine if the positions have been filled.

ARTICLE VI: GRIEVANCE PROCEDURE

- 6.1 The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems, which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of the Agreement between the Employer and the Union.
- 6.2 A "grievance" is a claim by an employee, group of employees, or the union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
- 6.3 It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise, informally, at the lowest practicable level of supervision. Furthermore, there are established time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given; and such time restraints must be complied with. Additionally, the procedures in this Article shall be the exclusive method of pursuing grievances as defined and a condition precedent to initiation of legal proceedings by either party. Any grievance not initiated or pursued by the Union or an aggrieved employee within these time limits, will be considered settled on the basis of the last timely demand or answer by the employer unless the time is extended by agreement of both parties. Failure of the Employer to provide an answer within the prescribed time automatically moves the grievance to the next step.
- 6.4 Any grievance or dispute which may arise between the parties shall be settled in the following manner:

STEP 1 Oral Grievances - An aggrieved employee or group of employees shall orally present and discuss their grievance with the most immediate supervisor within ten (10) working days following the occurrence of the event(s) on which the grievance is based. At the time the individual or group presents his grievance informally to the supervisor, the Shop Steward for the appropriate area shall be present. The aggrieved employee(s) may speak on his or her own behalf. The supervisor shall give a verbal answer within five (5) working days of the date of the presentation of the grievance.

STEP 2 Written Grievance - If the grievance is not settled in Step 1, it shall be reduced to a reasonably detailed writing, dated, and signed by the employee and the Shop Steward. The Chief Steward shall present the grievance to the next higher level of management within ten (10) working days after the supervisor's Oral answer is given and set up an appointment to discuss the grievance. At the hearing on the grievance, the aggrieved employee(s) may speak on his or her own behalf. Management shall reply in writing to the grievance within five (5) working days of the date of the presentation of the written grievance. The Chief Steward shall indicate his acceptance or rejection of the decision and place his signature on the form provided.

ARTICLE VI: GRIEVANCE PROCEDURE continued

STEP 3

Appeal of a Written Grievance - In the event that the Union is not satisfied with the decision by Management in Step 2, the grievance may be presented by the Chief Steward to the Secretary-Director of the Board of Recreation Commissioners or his designee within ten (10) working days after receipt of the denial under Step 2. The Secretary-Director or his designee shall reply in writing to the grievance within five (5) working days of the date of presentation of the written grievance. If a hearing is held on the grievance, the aggrieved employee may speak on his or her own behalf. On receipt of the written reply, the Chief Steward shall indicate his acceptance or rejection of the decision.

STEP 4

Final Appeal of a Written Grievance - In the event that the Union does not accept the resolution of the grievance at Step 3, the Union Grievance Committee may present the grievance in writing, to the Secretary-Director of the Board of Recreation Commissioners within ten (10) working days after receipt of the decision in Step 3. Grievances received no later than ten (10) working days prior to a regular Board meeting shall be heard by the Board of Recreation Commissioners, or a committee thereof, at said Board meeting. If a hearing is held on the matter, the aggrieved employee(s) may speak on his or her own behalf. The Board of Recreation Commissioners' decision shall be given in writing within ten (10) working days from the date of that meeting.

STEP 5

Binding Arbitration - A decision by the Board of Recreation Commissioners at Step 4 will be considered final unless the Union, within ten (10) working days after the Board of Recreation Commissioners has rendered its decision, requests in writing a reconsideration of the grievance at Step 5 or notifies the Board of Recreation Commissioners in writing of its intention to submit the grievance to arbitration. Upon receipt of a request to submit a matter to binding arbitration, the moving party shall request a list of arbitrators from the New Jersey Public Employment Relations Commission (PERC). The Employer and the Union shall mutually agree upon the arbitrator selected from the list. If mutual agreement as to selection is not possible, the parties agree to allow selection by PERC according to its rules and regulations. Furthermore:

Arbitration proceedings shall be governed by PERC rules and regulations.

The compensation of the arbitrator and expenses of the arbitration shall be shared equally by the Employer and the Union.

The arbitrator shall not have the power to alter, amend, add to, or revise any portion of this agreement.

ARTICLE VI: GRIEVANCE PROCEDURE continued

The arbitrator shall issue a written opinion setting forth his decision to the Employer and the Union.

Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.

- 6.5 Matters which are subject to appeal to the New Jersey Department of Personnel under Civil Service rules may be appealed in lieu of arbitration, directly to that department. Additionally, disciplinary actions which involve penalties that are appealable to Civil Service may be appealed by an employee in lieu of arbitration. In no case, will the Union or employees be allowed to utilize both binding arbitration and appeal to the New Jersey Department of Personnel.
- 6.6 Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in the computing of time provided for under the foregoing procedures. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding on all parties.
- 6.7 Any employee(s) shall be entitled to the assistance of a Union officer or representative as outlined in the foregoing steps of the grievance procedure. An employee(s) shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during their regular working hours at any other steps of the grievance procedure, such employee shall not lose compensation for time spent.
- 6.8 The number of days indicated at each level of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the process.
- 6.9 It is understood that the grievant shall, during and notwithstanding the pending of any grievance, continue under the direction of his or her supervisor to perform all assignments and to adhere to all policies, procedures and rules and regulations until such grievance and the affect thereof shall have been fully determined.
- 6.10 Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his or her immediate supervisor.

ARTICLE VII: HOURS OF WORK

- 7.1 The nature of providing the general public of Monmouth County with Park and Recreation opportunities requires that the parks and their employees be available to serve the public on weekends, holidays and evenings.
- 7.2 Since the nature of the work involved requires continuous operations on a twenty-four (24) hour per day and a seven (7) day per week basis, every effort will be made to assure that all employees within their work area will have a reasonable share of Saturdays and Sundays off as scheduling permits.
- 7.3 The regular work week for all salaried full time park system employees shall be forty (40) hours per week, eight (8) hours per day exclusive of any lunch breaks, five (5) days per week; provided, however, that employees hired in Recreation titles shall have a regular work week of forty (40) hours but may be scheduled for more than eight (8) hours per day exclusive of lunch breaks and for less than five (5) days per week as scheduling needs require.
- 7.4 Employees working in the Public Information Assistant titles on April 26, 1988 are not covered by this Agreement. Employees hired subsequent to the signing of this Agreement for those positions shall be covered by the terms of this Agreement and will be seven-day, forty (40) hour employees who may be scheduled for more than eight (8) hours per day and less than five (5) days per week.
- 7.5 Shift schedules shall be posted by the employer at least two (2) weeks prior to the beginning of the work schedule.
- 7.6 A sick day (or days) used by an employee is not counted in determining whether the employee has worked forty (40) hours in a work week or eighty (80) hours in the pay period if such an absence or absences has caused the need for the overtime worked for that individual. A holiday (or holidays), a personal day (or personal days), a vacation day (or vacation days) used by an employee is counted in determining whether the employee has worked over forty (40) hours in a work week or eighty (80) hours in a pay period.
- 7.7 Meal period, work break and cleanup time. Employees will have a one-half (1/2) hour meal period and two (2) ten (10) minute rest periods, one (1) in the morning and one (1) in the afternoon. Since each work unit has its own unique problem, the scheduling of rest periods shall be worked out individually for each work unit. A ten (10) minute personal cleanup period at the end of the workday shall be granted when necessary, to any employee whose job involves contact with dirty or greasy tools, equipment or objects.

ARTICLE VIII: OVERTIME

8.1 The regular workweek for employees in the following job titles shall be Monday through Friday (five-day employees).

Senior Planner-Parks
Senior Landscape Architect
Landscape Architect
Graphic Artist II
Graphic Artist I
Architect
Assistant Engineer-Civil
Senior Engineer-Civil
Sign Maker II
Sign Maker I
Senior Carpenter
Carpenter
Carpenter Locksmith
Senior Electrician
Electrician
Senior Plumber
Plumber
Senior Maintenance Repairer
Jr. Librarian Assistant
Museum Assistant
Senior Painter
Painter
Senior Mechanic
Mechanic
Mechanic Welder
Mechanic Diesel
Senior Greenskeeper
Greenskeeper
Senior Clerk Typist
Clerk Typist
Senior Account Clerk Typist
Account Clerk Typist
Senior Account Clerk
Sr. Telephone
Operator/Receptionist
Telephone Operator/Receptionist
Clerk Driver
Senior Stock Clerk
Stock Clerk

ARTICLE VIII: OVERTIME continued

8.2 The regular workweek for employees in the following job titles may be scheduled Saturday through Friday (seven-day employees):

- Senior County Park Ranger
- County Park Ranger
- Senior Building Maintenance Worker
- Building Maintenance Worker
- Senior Data Control Clerk (Assigned to Reservation Duties)
- Data Control Clerk
- Senior Clerk Typist (Assigned to Reservation Duties)
- Clerk Typist (Assigned to Reservation Duties)
- Clerk
- Recreation Leader
- Recreation Leader - Handicapped
- Recreation Program Specialist
- Photographer
- Recreation Program Coordinator
- Marina Worker
- Golf Ranger
- Senior Gardener
- Gardener
- Senior Historic Sites Interpreter
- Historic Sites Interpreter
- Senior Historic Preservation Specialist
- Historic Preservation Specialist
- Historian
- Public Information Assistant
- Senior Park Naturalist
- Park Naturalist
- Animal Attendant
- Ecologist

All titles under Section 8.1 and 8.2 shall be reviewed on an annual basis consistent with the procedure under 5.10.

8.3 Compensation

8.3.1 Employees in Public Information Assistant, Recreation and Recreation Coordinator Job Titles shall be compensated at the overtime rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours in a week.

8.3.2 Employees eligible for overtime compensation shall have the option, subject to the mutual agreement of the employee and the Supervisor, to take compensatory time off in lieu of overtime pay. Compensatory time off for overtime work shall accrue at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may not earn more than five (5) days, two (2) hours or forty-two (42) hours of compensatory time off, reflecting three and one-half days (3 1/2) days or twenty-eight (28)

ARTICLE VIII: OVERTIME continued

hours of overtime worked during any calendar year. All other overtime worked must be compensated with pay in accordance with 8.3.1 above.

8.4 The following shall apply to seven-day employees designated in 8.2.

8.4.1 Schedules shall be posted at least two (2) weeks in advance.

8.4.2 Seven-day employees who are involuntarily assigned to work all or any part of a third consecutive weekend, and any subsequent consecutive weekend, after having worked all or any part of the two immediate preceding weekends, shall be paid at the rate of time and one-half (1 1/2) for all or any part of the third weekend and subsequent consecutive weekends. In the event an employee volunteers for a weekend assignment, that shall constitute a break in the chain of consecutive weekends worked.

8.4.3 Management will make every attempt to change the assignment of shifts scheduled as far in advance as possible, but in no case shall less than twenty-four (24) hours (calendar hours) notice be given.

8.4.4 Overtime will be called from a roster of employees utilizing seniority in the park assigned. If no one is available for overtime after Management has called each individual on the roster, overtime may be mandatory on a reverse seniority basis.

8.5 It is understood that all employees shall be required to work reasonable amounts of overtime when the necessity arises. Overtime shall be offered from a seniority list of employees by length of service from date of full time employment with the Park System. Overtime shall be offered to the most senior qualified employee in each work area. If an employee refuses an overtime assignment, Management shall continue to rotate through the seniority list until the assignment is accepted by a qualified and eligible employee. Once an employee accepts an overtime assignment, the next overtime assignment shall be offered to the next eligible and qualified person on the seniority list.

If no employee accepts the overtime assignment offered, Management shall assign a qualified and eligible employee on a reverse seniority-rotating basis. In the event said employees refuse to perform the required work, Management shall be free to have the work performed by anyone of Management's choosing.

There shall be a posting of the list where appropriate.

A Letter of Understanding shall be provided to the Union regarding status quo in certain areas.

8.6 Termination of Employment

Any employee who has accrued compensatory time off authorized to be provided under 8.3.2 shall, upon termination of employment, be paid for the unused compensatory time at the employee's regular rate of pay at time of termination.

ARTICLE IX: CALL IN PAY

- 9.1 Full-time employees called in or called back outside of their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) their regular hourly rate. In addition, employees shall be entitled to payment at the rate of time and one-half (1 1/2) for hours actually worked in excess of two (2) hours.
- 9.2 This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular shift, or is scheduled overtime in which event the regular overtime provision of the Agreement shall apply.

ARTICLE X: APPROVED PAID HOLIDAYS

10.1 The paid holidays entitled per year for permanent and provisional full-time employees include the following days:

New Year's Day	Good Friday	Election Day
Martin Luther King Day	Memorial Day	Columbus Day
Lincoln's Birthday	Independence Day	Veteran's Day
Washington's Birthday	Labor Day	Thanksgiving Day
		Christmas Day

For Contractual purposes, the dates of holidays shall be the dates designated by the County for official observance.

- 10.2 If an employee's regularly scheduled day off falls on any of the above mentioned days, he/she will receive his/her regular holiday pay for that day at straight time in addition to compensation for his/her actual days worked and shall not be entitled to an additional day off. Holiday pay is defined as eight (8) hours compensation at straight time.
- 10.3 If an employee works any of the above-listed days, he/she shall be entitled to pay at time and one-half (1 ½) plus holiday pay. These employees will not be entitled to another day off.
- 10.4 Other holidays which may be declared by the Monmouth County Board of Chosen Freeholders and granted to other County Employees shall be extended to employees covered by this agreement.
- 10.5 Employees who work actual holidays which fall on a weekend, and for which no entitlement to premium pay is provided, shall be scheduled to work on the designated holiday and receive premium pay for that day. Employees who do not wish to work the designated holiday may, at the employer's option, be scheduled for a day off on the designated holiday.

ARTICLE XI: LEAVES OF ABSENCE

- 11.1 Approval - Appropriate approval must be granted by the Secretary-Director or his designee for all leaves contained in this Article to be taken. Such approval shall not be unreasonably withheld.
- 11.2 Leaves With Pay - Monmouth County recognizes military, educational and jury leaves with pay in accordance with New Jersey State Statutes and New Jersey Department of Personnel Rules.
- 11.3 Leaves Without Pay - Leaves of absence without pay may be granted for up to six months initially and may be extended for up to a total period not to exceed one year.
- 11.4 Maternity Leave - Permanent full and part-time female employees who have completed their working test period shall be permitted to use earned and accumulated sick leave for absences associated with pregnancy-related disability for up to one (1) month prior to the date of delivery and for up to six (6) weeks after the actual date of delivery. The employees seeking to return to work following pregnancy-related disability shall provide medical certification from the attending physician as to their fitness to return to work. Employees who do not have sufficient sick leave or who wish leave for purposes of childcare may seek unpaid, leaves of absence in accordance with Civil Service Regulations. Employees who, due to the special circumstances of their pregnancies, require additional paid disability leave and have sufficient earned and accumulated sick leave to cover such additional leave, shall be granted such additional leave upon receipt of appropriate medical certification as to the need from the attending physician.
- 11.5 Jury Duty - Upon being summoned for Jury Duty, the employee must notify his/her supervisor before returning the notice. An employee summoned for jury duty shall receive his regular pay for such period. The employee shall report for work if excused from attendance in court unless it is unreasonable to do so. Provided an employee gives his supervisor five weeks notice of scheduled jury duty, he shall be placed on a Monday through Friday schedule for the duration of the jury duty assignment. Pursuant to N.J.S.2B:20-16:
- "Any person employed full-time by any agency, independent authority, instrumentality or entity of the State or of any political subdivision of the State shall be excused from employment at all times the person is required to be present for jury service in any court of this State, any court of another state, or any federal district court or in the United States District Court for New Jersey, and shall be entitled to receive from the employer the person's usual compensation for each day the person is present for jury service in lieu of any payment for juror service as provided in P.L. 1993.c.275(C22A:1-1.1)."
- 11.6 Union Business
- 11.6.1 The Chief Steward shall be allowed up to five (5) days leave with pay within a calendar year to attend to Union business, including conventions, but excluding negotiations and grievance meetings. Said days shall not be carried over to the following year if unused. A leave of absence for the Chief Steward without pay for Union business shall be considered under 11.2 of this Article.

ARTICLE XI: LEAVES OF ABSENCE continued

- 11.6.2 A cumulative total of eleven (11) steward days shall be allowed for Union business for all other Union Stewards and the Executive Board Member at Large. The President of Local 1034 shall request attendance in advance subject to the approval of the Secretary-Director of the Monmouth County Park System.

11.7 Vacations

- 11.7.1 Vacations shall be earned according to the following schedule:

- 11.7.1.1 One working day for each month worked during the first calendar year of employment.
- 11.7.1.2 After the first calendar year through and including five (5) years ... twelve days.
- 11.7.1.3 After the fifth calendar year through and including ten (10) years ... fifteen days.
- 11.7.1.4 After ten (10) years through and including twenty (20) years... twenty days.
- 11.7.1.5 After twenty (20) years of service...twenty five days.

In the event that the County of Monmouth increases the aforesaid entitlement, employees of the Board of Recreation Commissioners shall be entitled to the increased benefits.

- 11.7.2 In determining vacation leave, employees hired prior to July 1 shall be credited with that year of service. Employees hired after June 30 shall not receive credit for that year of service. Employees hired between the first (1st) and the eighth (8th) of the month shall be credited with eight (8) hours for that month. Employees hired between the ninth (9th) and the twenty-third (23rd) of the month shall be credited with four (4) hours for that month. Employees hired after the twenty-third (23rd) of the month shall receive no vacation credit for that month.
- 11.7.3 Vacation leave shall be used within the year it is earned and not carried over. Special consideration for carrying vacation leave into the next year will be given on an individual basis. In no event will more than one (1) year's vacation time be carried over.
- 11.7.4 The employer shall have the right to determine the scheduling of an employee's vacation. The employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority in so far as effective staffing requirements permit. Vacation requests consisting of five (5) or more consecutive days shall be made to the employee's supervisor no later than April 1 of each year. No more than two (2) weeks of continuous vacation

ARTICLE XI: LEAVES OF ABSENCE continued

time shall be taken consecutively unless the Secretary-Director or his designee shall determine that the taking of additional consecutive vacation days will not interfere with the operations of the Board of Recreation Commissioners.

11.7.4.1 Employees requesting vacation consisting of five (5) or more consecutive days, and who make their request a minimum of five weeks prior to April 1, of the year shall be placed on a Monday through Friday schedule for the vacation period, if requested, to ensure that the employee receives the weekend off prior to and subsequent to the five day vacation period.

11.7.4.2 Employees whose vacation requests have been submitted and approved in accordance with 11.7.4 or 11.7.4.1, and who are, subsequent to receipt of the approval, involuntarily reassigned to another work area, shall not except under emergency circumstances, be denied the vacation time and period as originally approved.

11.7.5 New employees must work for a minimum of six (6) months to be eligible for vacation time off that has not been earned.

11.7.6 Upon termination, employees will be credited for the actual vacation earned and not used on a pro-rated basis for the calendar year. In determining the monthly computation, employees who terminate between the first (1st) and the eight (8th) of the month shall receive no vacation credit for that month. Employees who terminate between the ninth (9th) and the twenty-third (23rd) of the month shall be credited with one-half (1/2) their monthly entitlement for that month. Employees who terminate after the twenty-third (23rd) of the month shall be credited with their full monthly entitlement for that month.

11.8 Sick Leave

11.8.1 All full-time employees covered by this Agreement shall earn sick leave in accordance with the following:

11.8.1.1 One day per month for the first calendar year of service.

11.8.1.2 One and one-quarter days per month thereafter.

11.8.2 Sick leave shall be accumulative from year to year. Only earned sick leave may be used by an employee.

11.8.3 In determining the monthly computation for days earned, those employees hired between the first (1st) and eighth (8th) of the month shall be credited with eight (8) hours for that month. Employees hired between the ninth (9th) and twenty-third (23rd) of the month shall be credited with four (4) hours for that month. Employees hired after the twenty-third (23rd) shall receive no sick credit for that month.

ARTICLE XI: LEAVES OF ABSENCE continued

- 11.8.4 Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.
- 11.8.5 If an employee is absent for reasons that entitle him to sick leave, he/she shall make every reasonable effort to notify his supervisor prior to the scheduled starting time in accordance with report-to-work procedures. Failure to so notify may be cause for denial of the use of sick leave for that absence and may be grounds for disciplinary action. Furthermore, absence without notice for five (5) consecutive days will constitute a resignation.
- 11.8.6 Verification of sick leave will be in accordance with the following procedures:
- 11.8.6.1 An employee who is absent on sick leave for five or more consecutive working days or for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence substantiating the illness, unless such illness is of a chronic or recurring nature requiring recurring absences one day or less in which case only one certificate is necessary for a period of six months. The employer may require a proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- 11.8.6.2 In case of the use of sick leave for death in their immediate family, reasonable proof shall be required.
- 11.8.6.3 An employee who has been absent because of personal illness may be required, as a condition of his return to duty, to be examined at the expense of the employer by a physician designated by the appointing authority. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required. Any examination ordered under these provisions shall be limited to establishing whether the employee is capable of returning to his normal duties and that his return will not jeopardize the health of other employees.
- 11.8.7 Sick leave and vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave.

ARTICLE XI: LEAVES OF ABSENCE continued

- 11.8.8 Any unauthorized leave of an employee from duty shall be an absence without leave and cause for disciplinary action. Furthermore, leave granted for a particular reason and used for another reason shall be deemed an unauthorized absence and may also be cause for disciplinary action.
- 11.8.9 If there appears to be an abuse of sick leave privileges and patterns of such abuse are apparent, the Supervisor may request upon prior notification from the employee involved a medical excuse for even one day's absence.

11.9 Personal Days

- 11.9.1 All permanent and provisional full-time employees are entitled to three personal days leave per year with pay.
- 11.9.2 Requests for approval of personal days shall be made in writing on the required application to the employee's immediate supervisor at least three days in advance, except in case of emergency.
- 11.9.3 Personal days must be used within the calendar year and shall not be cumulative from year to year.
- 11.9.4 Personal days shall not be granted at the beginning or end of a vacation, or paid holiday, except in case of emergency or death in the immediate family.

11.10 Bereavement Leave

- 11.10.1 All permanent and provisional full-time employees and permanent part-time employees who earn benefits are entitled to use up to and including five (5) Bereavement days leave per occurrence with pay when death occurs in the employee's immediate family defined as:
- Spouse
 - Parent or step-parent
 - Child or step-child
- 11.10.2 All permanent and provisional full-time employees and permanent part-time employees who earn benefits are entitled to use up to and including three (3) Bereavement days leave per occurrence with pay when death occurs in the employee's immediate family defined as:
- Parent-in-law
 - Sister
 - Brother
 - Step-sibling
 - Grandparent of employee or spouse
 - Grandchild
 - Foster child
 - More distant relatives if living as a member of the employee's immediate household.

ARTICLE XI: LEAVES OF ABSENCE continued

In the event the County adopts a resolution recognizing son/daughter in-law as a category entitling 3 days Bereavement leave, these categories shall be honored by this agreement.

- 11.10.3 The employee shall notify his/her immediate supervisor at the earliest possible time of absence for bereavement reasons and indicate the expected duration of the absence
- 11.10.3.1 Notification of the absence must be given no later than ten minutes prior to one's regularly scheduled report to work time.
- 11.10.3.2 Notification must also indicate the immediate family member who has passed away and the length of time the employee will be absent.
- 11.10.4 Management may, if deemed necessary, request evidence indicating the employee's relationship to the deceased or proof that the family member has passed away.
- 11.10.5 Bereavement pay is defined as the base pay an employee would otherwise have earned had that individual worked the day of absence. Base pay does not include any special form of compensation such as overtime or third weekend penalty pay. Bereavement time shall not be counted in determining whether the employee has worked forty (40) hours in a work week of eighty (80) hours in a pay period if such an absence or absences has caused the need for the overtime worked for that individual.
- 11.10.6 Requested Bereavement Leave not covered by this article shall be charged to available Vacation Time, Personal Leave, Leave Without Pay or earned Overtime Accrued subject to Supervisory approval.

11.11 Part-Time Employee Leave Benefits

Vacation/Sick - Permanent part-time employees shall be entitled to vacation and sick leave provisions contained in this Article, subject to all the criteria as set forth in this Article, in accordance with the New Jersey Department of Personnel Regulations on a pro-rated basis. For example: If a part-time employee worked eighty (80) hours for a particular month, he/she will be entitled to one-half (1/2) day vacation leave and one-half (1/2) day sick leave for that month. If the employee did not work at all in a particular month, he/she would not be entitled to any vacation leave or sick leave credit for that month.

ARTICLE XI: LEAVES OF ABSENCE continued

Bereavement - Permanent part-time employees who are scheduled to work a minimum of twenty (20) hours weekly on a regular basis, earn benefits, and are scheduled to work those specific days which bereavement leave is appropriate, shall be provided up to five (5) days leave per occurrence with pay when death occurs in the employee's immediate family defined as:

- spouse
- parent or step-parent
- child or step-child

Permanent part-time employees who work a minimum of twenty (20) hours weekly, earn benefits, and are scheduled to work those specific days which bereavement leave is appropriate, shall be entitled to use up to and including three (3) bereavement days leave per occurrence with pay when death occurs in the employee's immediate family defined as:

- Parent-in-law
- Sister
- Brother
- Step-sibling
- Grandparent of employee or spouse
- Grandchild
- Foster child
- More distant relatives if living as a member of the employee's immediate household.

Holiday Pay - Permanent part-time employees who are scheduled to work a minimum of twenty (20) hours weekly on a regular basis shall be entitled to holiday pay as further stipulated. Permanent part-time employees scheduled to work during a period in which a designated holiday occurs on a day the employee would normally be scheduled to work will receive four (4) hours compensation at straight time for the designated holiday. Permanent part-time employees who work on the designated holiday will receive straight time compensation for hours worked plus four (4) hours holiday pay.

ARTICLE XII: BENEFITS

12.1 Social Security

All payroll employees have deductions taken from their salary for Social Security payments. Rates of deductions are determined by the Federal Government. Social Security Benefits are in addition to pension payments.

12.2 Health Benefits

12.2.1 All permanent and provisional full-time employees are eligible for Medical Benefits on a group basis. Coverage is provided by the County of Monmouth; pursuant to Resolution #94-267 adopted April 14, 1994. Employees become eligible at the beginning of the enrollment period as determined by the County. Optional enrollment for dependents is provided for all employees. This premium is paid by the Employer. As an alternative to the County Self-Insurance Plan, employees may choose to enroll in a qualified Health Maintenance Organization. The employee shall be required to pay the difference between the cost of the Health Maintenance Organization and the cost of the County Self-Insurance Program through a biweekly payroll deduction.

12.2.2 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.

12.2.3 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 made through automatic payroll deductions.

12.2.4 The traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

12.3 Supplemental Payments For Accumulated Sick Leave

All permanent employees who are entitled to a lump sum payment as supplemental compensation up to fifty (50%) percent of all earned and unused sick leave upon retirement up to \$15,000.00. In the event that a permanent employee dies while still employed, but before retirement, the supplemental payment for accumulated sick leave shall be paid to the employee's estate. In the event that the County of Monmouth increases the aforesaid entitlement, employees of the Board of Recreation Commissioners shall be entitled to the increased benefits.

12.4 Worker's Compensation

All employees who sustain on-the-job injuries are covered by worker's compensation provided by the Employer. Each claim will be reviewed and appropriate action will be taken according to the County's worker's compensation program and existing worker's compensation laws.

ARTICLE XII: BENEFITS continued

12.5 Temporary Disability Income Insurance

All employees, excluding, in any case, employees who work less than twenty (20) hours a week, and who have been in the service of the Employer for six (6) months, are entitled to disability insurance. Coverage will be provided for those whose illness or disability incurs a loss of time from work and requires regular treatment by a physician. Payment will be 66-2/3% of weekly pay providing the payment shall not exceed \$150.00 per week.

Payment coverage will begin after a fourteen (14) day period from the time of disability or illness or after the balance of accumulated sick leave, whatever is longer. Coverage during this initial fourteen (14) day period shall be according to prescribed sick leave regulations.

12.6 Worker's Compensation Temporary Disability Leave

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 unrepresentative employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on worker's compensation temporary disability leave will be paid essentially the same amount of take home pay (net pay) as they were receiving prior to their leave for the first year. The pension salary and contribution will not be affected during this period.

12.7 Pension

All classified employees who are of permanent status or who have completed one (1) full year of work are required to enroll in the Public Employee Retirement System. This plan provides for:

- 12.7.1 Retirement allowance based on 1/55 of the average salary of the highest three (3) years of service multiplied by the number of years of service.
- 12.7.2 Non-contributory life insurance.
- 12.7.3 Contributory life insurance.
- 12.7.4 Supplemental variable annuity plan.
- 12.7.5 Plan for borrowing from the Pension Fund.

It is recognized that pension benefits are not subject to negotiations and this provision is set forth in this Agreement for informational purposes only. It is further recognized that neither the Employer nor the Union has any control over changes made in the terms of the Public Employment Retirement System by the Trustees of that system.

ARTICLE XII: BENEFITS continued

In the event that pensions become negotiable, the Contract will be subject to immediate re-opener for purposes of pension negotiations.

In the event that the County of Monmouth increases health benefits entitlements for retirees, employees of the Board of Recreation Commissioners shall be entitled to the increased benefits.

12.8 Union Administered Dental Plan

- 12.8.1 The Employer shall provide to the Union the annual sum of \$350.20 per employee affected by this Agreement provided that said employees have successfully completed their initial probationary period. Said payment shall be made in equal monthly installments at the end of each month as payment for a Union sponsored dental plan. (see also, 12.2.3). Effective January 1, 2004 the annual sum shall be increased to \$400.00 per employee and shall continue through the duration of this contract.
- 12.8.2 It is understood that the \$400.00 sum as mentioned in Paragraph 12.8.1 above is given by the Employer in lieu of salary increases which would have been provided to employees in the unit had they not opted for this benefit.
- 12.8.3 Increases in the dental premiums over the above caps shall be deducted from the annual salary of all full paying union members and agency shop employees, including both full-time and permanent part-time employees, as a monthly payroll deduction. The Union will notify the Employer of the annual amount of the increase in dental premiums, per person, and the employer shall deduct, 1/12th the amount of the premium increase from the second check of each month and forward to the Union. The pay stubs issued to employees shall indicate the total amount of the monthly payroll deduction on a designated heading of dental.
- 12.8.4 It is understood that the Employer is in no way providing this benefit to said employees and the Union shall have the sole responsibility to provide said benefit to these employees. The Employer shall have the right to periodically review the plan to ascertain whether the employees are receiving said benefits.

12.9 Prescription Drug Plan

The Employer shall continue to provide a prescription drug insurance plan for permanent and provisional full-time employees for full family coverage. Effective no earlier than January 1, 2004, the Prescription Drug Plan shall be modified to reflect \$5 generic co-pay and \$15 retail purchase co-pays. Mail order purchases shall remain at \$0 for generic and \$10 for Brand names. Retail supply allowances shall be at a maximum of 30 days, while mail order supplies shall remain at 90 days.

ARTICLE XII: BENEFITS continued

12.10 Tuition Reimbursement

Tuition refunds shall be provided to permanent and provisional full-time employees who successfully complete course work as approved **IN ADVANCE** by the Secretary-Director or his designee. Employees shall contact the park system Personnel Office for the appropriate forms and information.

12.11 Work Shoes or Boots

The employer shall provide one pair of work shoes or boots, in an appropriate range of styles: high-cut or low-cut; with or without insulation; with or without steel toe; to those employees currently entitled to a uniform issue on an as-needed basis after an initial issue.

12.11 Work Gloves

The Employer shall provide a maximum of two (2) pairs of leather-palmed work gloves per year, one pair at a time, upon request, to those employees required to wear uniforms.

12.13 Coveralls

The Employer will, on a phase-in replacement basis, substitute light color coveralls for those employees working in appropriate areas and currently entitled to coveralls. Additionally, the Employer will provide for utilization at appropriate park areas, spray for combating deer ticks.

12.14 Commercial Driver License

Employees required by the Employer to obtain and maintain a valid commercial driver license (CDL) and who are required to be tested under current Federal and State Department of Transportation rules shall be entitled to reimbursement for the costs of the test, provided the individual achieves a passing score and is issued the license. The foregoing policy also applies to fees for renewals.

12.15 Drug Testing

The parties agree that the County has completed and adopted a policy for drug/alcohol testing procedures.

ARTICLE XIII: BULLETIN BOARDS. WASHROOMS AND SHOWERS

- 13.1 The Union shall have the use of a Bulletin Board on the Employer's premises for posting of notices relating to Union Meetings, official business and social functions only. No notice shall be posted until it has been submitted to, and approved by the Secretary-Director of the Board of Recreation Commissioners. Such approval shall not be unreasonably withheld.
- 13.2 The employer shall provide washrooms and showers in work area for employee use where practicable. Newly constructed, or renovated employee work areas shall contain washrooms and where required, shower facilities.

ARTICLE XIV: DISCRIMINATION AND COERCION

- 14.1 Employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity; provided, however, that grievances pursuant to this section shall not proceed to Step 5 of the Contractual Grievance Procedure but, rather, shall be submitted to the jurisdiction of the appropriate administrative agency or court.
- 14.2 The employer and the union agrees that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations, provided, however, that no grievance arising pursuant to this Section shall be submitted to Step 5 of the Contractual Grievance Procedure but shall instead, be submitted to the jurisdiction of the appropriate administrative agency.

ARTICLE XV: DUES CHECK OFF

- 15.1 The Employer agrees, for each of its employees covered by this Agreement who individually, in writing, authorizes the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union.
- 15.2 The Union agrees to furnish written authorization in accordance with the Statute (N.J.S.A. 52:14-15.9(e)) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said statute, as well as all other applicable provisions of law pertaining to dues check off.
- 15.3 The amount of monthly Union membership dues will be certified by the President or an International Representative of the Union in writing to the Employer. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a ten (10) day period after such certification of change is received by the Employer.
- 15.4 The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Local #1034 of the Union by check within two (2) weeks after the first period in which deductions are made and within two (2) weeks after such deductions are made each month thereafter and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.
- 15.5 The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Employer or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the Union's last known address, the Employer and its officers and employees shall be released from all liability to the employee-assignors and to the Union under such assignments.

ARTICLE XVI: SAVINGS CLAUSE

- 16.1 It is understood and agreed that if any provision of the Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- 16.2 If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XVII: JOB OPENINGS AND PROMOTIONS

- 17.1 Job openings, vacancies and notices of examination shall be distributed to the appropriate areas in the park system for posting on appropriate bulletin boards. Such posting shall be displayed for a minimum period of five (5) working days prior to the application deadline.
- 17.2 The Employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided that those employees possess the requirements enunciated by the New Jersey Department of Personnel and are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- 17.3 When a reassignment becomes necessary, management will make every reasonable effort to provide at least two weeks notice to the employee to be reassigned.

ARTICLE XVIII: PROBATIONARY EMPLOYEES

- 18.1 New provisional employees will be regarded as probationary for the first three (3) months during which time the employer can reprimand or discharge without being challenged by the Union. There shall be no responsibility for reemployment of probationary employees if they are discharged during this probationary period.
- 18.2 Newly promoted provisional employees will be regarded as probationary for the first three (3) months in the new position; the employer can return the employee to the lower rated position and original salary rate at the conclusion of the probationary period without being challenged by the Union. Reasons for failing a probationary period shall be enumerated and furnished to the employee.
- 18.3 New provisional employees in Trainee positions will be regarded as probationary employees for the first six (6) months of employment.
- 18.4 Permanent employees newly appointed or promoted from the appropriate New Jersey Department of Personnel list will be provided with a mandatory three (3) month working test period.

ARTICLE XIX: OUT OF TITLE PAY

- 19.1 Employees may be temporarily assigned to functions of a different job title with a higher pay range within the unit covered by this Agreement for a reasonable period of time (a reasonable period of time is defined as ten (10) consecutive working days). Commencing on the eleventh (11th) consecutive day, the employee's compensation shall be increased by five (5%) percent more than his/her current salary immediately before the assignment or to the minimum rate of the new job title whichever sum represents the greater sum to the employee.

A temporary assignment to a different, higher paying job title requires the employee to assume all duties and responsibilities of the new position in order to receive the higher rate for the job.

- 19.2 If an employee is temporarily assigned to functions of a different title with a lower rate of pay within the Unit covered by this Agreement, he/she shall continue to receive his own basic hourly rate.

ARTICLE XX: DISCIPLINE AND DISCHARGE

- 20.1 The parties agree that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of Discharge or Discipline shall be served upon the employee involved with a copy furnished to the Chief Steward at the time of discharge or discipline.
- 20.2 In the event that a discharged employee feels that he/she has been discharged unjustly, said discharged employee and/or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within ten (10) working days from the time of the discharge. Said grievance shall be initiated at the fourth (4) step of the grievance procedure as herein provided. If no grievance is filed within the time specified, then said discharge shall be deemed to be absolute unless such time period is extended by mutual agreement of both parties.
- 20.3 In cases of discipline, the normal grievance process shall apply unless the subject matter is required by law to be submitted to the New Jersey Department of Personnel Appeals Procedure in which case that appeal procedure shall substitute for the Contractual Grievance Procedure.

ARTICLE XXI: LAY OFF AND RECALL

21.1 In the event of layoffs, employees subject to layoff shall be entitled to either sixty (60) days notice at sixty (60) days pay, at the discretion of the employer. Seniority shall govern the lay off of employees. Employees with the least seniority within a given title shall be the first to be laid off. Recall of employees within a given title shall be in reverse order. All layoffs and recalls shall be in accordance with New Jersey Department of Personnel Regulations.

ARTICLE XXII: NO STRIKE--NO LOCKOUT

- 22.1 It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- 22.2 Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be and that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdowns, job action, mass resignation, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance. The Union agrees that it will do everything in its power to prevent its member's officers, representatives and employees, either individually or collectively from participating in any unauthorized strike, work stoppage, slowdown or aforementioned activity.
- 22.3 The employer shall have the right to discipline or discharge any employee encouraging or causing a strike, slowdown or other such interference.
- 22.4 In consideration of the foregoing, the Employer agrees not to lockout or cause to be locked-out any employee covered under the provisions of the Agreement.

ARTICLE XXIII: SAFETY COMMITTEE

- 23.1 Safety is everyone's business, management, employees, and consumers of park facilities and services. Each individual should work to ensure a safe working environment and encourage safety-conscious activities on the part of his or her fellow workers. Moreover, supervisors and shop stewards shall endeavor to foster safety-conscious employees who are continually aware and personally conscious of their actions and the activities around them. It is the joint desire of management and the union to maintain a hazard-free, properly operating workplace at all locations under all climatic conditions. While the services provided by the Board of Recreation Commissioners are by no means inherently dangerous, the broad range of outdoor activities requires that management and employees be continually aware of their actions.
- 23.2 In order to assist in fostering a safe working environment, a Safety Awareness Committee shall be established to serve as a forum for safety concerns and to create safety awareness. Other purposes of the Safety Committee include:
- 23.2.1 To become aware of workplace hazards within the park system so that needed improvements or modifications to equipment and/or facilities can be given specific consideration.
 - 23.2.2 To solve all safety problems at the lowest level of operation.
 - 23.2.3 To make recommendations to supervisors, department heads, and the Secretary-Director for the prevention of accidents and the improvement of facilities and working conditions.

ARTICLE XXIII: SAFETY COMMITTEE

23.3 The Shop Steward for each area in the Park System, and the immediate supervisor of that area, shall be safety coordinators for the area. The Chief Steward and a designated manager will be the senior safety coordinators responsible for system-wide safety.

23.4 Safety Committee Working Procedures:

STEP 1 Individual employees shall take every action necessary within their area of responsibility to ensure safe working conditions and practices. The existence of a Safety Committee shall not serve as a substitute for appropriate actions on the part of individual supervisors or employees. Unsafe conditions or acts which result in diminished safety and/or unauthorized practices, engaged by employees shall be subject to disciplinary procedures.

STEP 2 Employees shall direct all safety concerns, which are not within their ability to correct or control, to their area's two (2) safety coordinators. The employee must make his/her concerns known to both the union and management safety coordinators. If the safety coordinators concur that a condition is unsafe, and it is within their ability to correct, it will be corrected. A written report, with recommendations for any future action, shall be presented to the next senior coordinators, by the area safety coordinators.

STEP 3 If the safety coordinators of the area are unable to satisfy a safety concern, they must immediately, in writing, make the next level supervisory team aware of the situation until ultimately a decision is made.

STEP 4 If necessary, the seniority safety coordinators (jointly) shall call a meeting between safety coordinators, supervisors and affected employees. All decisions and/or recommendations of the Safety Awareness Committee shall be communicated to the Superintendent of Parks and the Secretary/Director.

STEP 5 Each supervisory level to which a safety concern is directed must respond with an answer within 48 hours. If agreement cannot be reached on whether the matter does constitute a safety concern, or on the remedy necessary to correct the safety concern, the matter will then be forwarded to the next senior safety coordinators. If the matter cannot be resolved at that level, then a written report with recommendations will be forwarded to the Secretary/Director by the senior safety coordinators.

ARTICLE XXIII: SAFETY COMMITTEE continued

- 23.5 The parties recognize the importance of resolving safety concerns as quickly as possible and shall take such steps as are necessary to correct unsafe conditions. No more than five (5) working days shall elapse between each step outlined above. If an employee disagrees with a supervisor's direction in the case of a perceived unsafe working condition, then the area safety coordinators shall be immediately notified, by the employee, of the existence of the unsafe working condition. If agreement on an unsafe working condition cannot be reached, the Union, on behalf of an individual employee or the Union itself, may initiate a grievance at Step 2 of the grievance procedure.
- 23.6 Either senior safety coordinator may request a safety committee meeting, no more than once each quarter, for the purpose of discussing general safety issues. Such requests for a meeting shall be made in writing and shall include a written list of the topics to be discussed. Recommendations arrived at by the senior safety coordinators at the quarterly meeting, shall be forwarded in a written report to the Secretary/Director by the senior safety coordinators.
- 23.7 Policy guidelines for the handling of emergency situations with regard to communicable diseases, as promulgated by Monmouth County, will, at time of publication, be incorporated herein by reference.
- 23.8 A subcommittee will be convened to discuss security for employees when making bank deposits.

ARTICLE XXIV: EMPLOYEE PROTECTION

- 24.1 The Board of Recreation Commissioners shall provide insurance for park employees who are assaulted while acting properly in the discharge of his or her duties within the scope of his or her employment and under the direction of the commission or its designee to the extent that insurance is available and has been purchased by the County of Monmouth on behalf of the Board of Recreation Commissioners. Whenever an employee is absent as a result of a personal injury, caused by an assault arising in the course of his or her employment, he or she shall be paid, in accordance with the provisions set forth in the Workers Compensation Insurance Policy.
- 24.2 When a park employee has been assaulted in the performance of his or her duties, the Commission shall render all reasonable assistance as required by law enforcement and judicial authority.
- 24.3 Park employees shall report cases of assault suffered by them in connection with their employment to their immediate supervisor on the Park System Incident Report form and the appropriate Employee Accident forms as soon as possible within twenty-four (24) hours after the occurrence.
- 24.4 The Commission shall comply with any reasonable request from employees for information in its possession relating to the incident or persons involved, and shall cooperate with employees to the extent of furnishing any and all information in its possession.
- 24.5 If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, the Board of Recreation Commissioners shall provide legal counsel to defend him/her in such proceedings. In lieu of providing counsel, the Commission can elect to reimburse the employee for all legitimate legal expenses incurred. Such employee cannot obligate the Commission without its consent.
- 24.6 The Board of Recreation Commissioners shall extend to the Board's employees such protection as now exists under insurance coverages referred to as personal injury liability, including false arrest, detention, imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy, wrongful entry, or eviction or other invasion of right of occupancy to the extent and definitions contained within the insurance policy applicable thereto.

ARTICLE XXV: PAST PRACTICE

- 25.1 All written benefits and conditions of employment presently in existence, unless modified by this Agreement, shall be continued without change by the employer during the life of this Agreement.

ARTICLE XXVI: AGENCY SHOP

- 26.1 All present employees included in the bargaining unit who are not dues paying members of the Communication Workers of America (CWA), Local 1034 shall be assessed 85% of the monthly dues deduction paid by Union members in accordance with the provisions of Article XV, provided they have completed their initial probationary period.
- 26.2 New employees shall be assessed the 85% dues deduction beginning their first pay period after completion of the initial probationary period in accordance with the provisions of Article XV.

ARTICLE XXVII: INCLEMENT WEATHER

- 27.1 In the event of inclement weather conditions, employees shall notify their supervisors, by their starting time, if they will be late or unable to report to work. If the supervisor cannot be contacted, the appropriate message shall be left at 732-842-4000 by the employee's starting time. Should an employee fail to contact the supervisor or leave a message at 732-842-4000, lost time shall be reported "without pay".
- 27.2 When an employee is late for work or unable to report to work and has contacted the supervisor, lost time may, with supervisory approval, be charged in accordance with the following:
- Personal Day (1 hour increments)
 - Vacation Day (1 hour increments)
 - Compensatory Time (1/2 hour increments)
 - Time Without Pay (1/2 hour increments)
- When late for work, the employee, with supervisory approval, may make up the lost time on the same day.
- 27.3 If an employee wishes to leave work early, the employee may direct a request to the supervisor and with approval, lost time may be charged in accordance with 27.2 above.
- 27.4 In the event the County, Secretary-Director, or his designee decides to close parks, offices and facilities, appropriate announcements shall be broadcast by:
- | | |
|------|----------|
| WADB | 1310 AM |
| WJLK | 94.3 FM |
| WKXW | 101.5 FM |
| WHTG | 106.3 FM |
- For closing information, employees can log on to the County's website, visitmonmouth.com, and go to "Special Notes/County Closings."
- If possible, announcements shall be made prior to the start of a shift.
- 27.5 If due to inclement weather conditions or other emergencies, the County of Monmouth directs its employees not to report to work prior to the start of the employee's shift, or directs employees to leave work early due to inclement weather or other emergencies, those employees will be compensated at the regular rate of pay for a regular workday. Any employee determined to be an essential employee by management shall be provided with the appropriate documentation in order to arrive at work and shall be compensated at the double time rate for those hours worked during the period of time when others were permitted to be absent or leave work due to the inclement weather or the emergency.
- 27.6 Individuals not scheduled to work or who do not report for duty due to sick, vacation, leave of absence, or other reason shall have the time charged accordingly and will receive no additional compensation as a result of the emergency declaration.
- 27.7 Individuals designated and scheduled to report to work who fail to report to work or contact their supervisor will receive no compensation for the period covered by the emergency declaration.

ARTICLE XXVII: INCLEMENT WEATHER continued

27.8 Designated individuals directed to report to work shall make every effort to report. If unable to report and the employee contacts his supervisor, the provisions of 27.5 shall apply.

ARTICLE XXVIII: WAGES AND SALARIES

28.1 Employees covered by this Agreement and employed by the Employer shall receive salary adjustments as indicated below for the 2003, 2004 and 2005 and 2006 years as eligible:

28.1.1 The annual salaries for the year 2003 for all full time employees in the bargaining unit covered by this Agreement who are in the service of the Employer on November 26, 2003, shall be increased by four (4) percent or \$1,250, whichever is greater over 2002 salary levels. The salary for the 2004 year will be increased by four (4) percent over the 2003 salary levels. The salary for the 2005 year will be increased by four (4) percent over 2004 salary levels. The salary for the 2006 year will be increased by four (4) percent over 2005 salary levels. The 2003 salary increase shall be retroactive to January 1, 2003 subject to the above.

28.1.2 Permanent part-time employees - The minimum salary increases shall be:
2003 - \$.35
2004 - \$.35
2005 - \$.35
2006 - \$.35

2003 salary increase shall be retroactive to January 1, 2003 subject to the language in 28.1.1.

28.2 It is understood that this Article represents the total salary increases for 2003, 2004, 2005 and 2006.

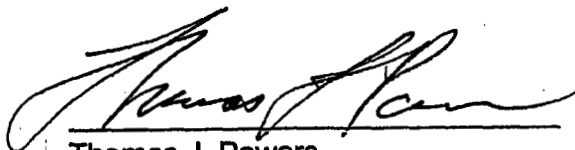
28.3 It is understood that the practice of employee performance evaluation and improvement system shall remain as instituted in 1975 and it is possible that merit pay adjustments may result from this system provided the necessary funds are available. It is further understood that the reasonableness of the items used as a basis for evaluation as agreed to by the employee and his/her supervisor are subject to the grievance procedure.

ARTICLE XXIX: DURATION OF AGREEMENT

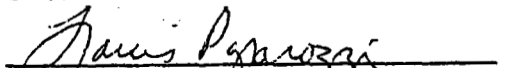
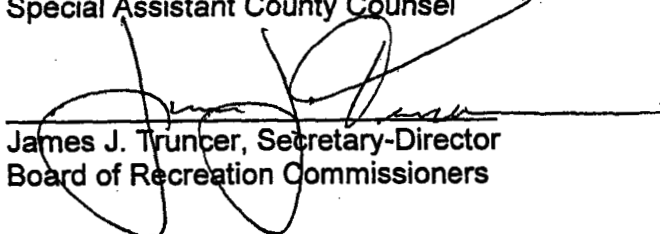
- 29.1 This Agreement shall remain in full force and effect from January 1, 2003 through December 31, 2006 and shall thereafter be continued in full force and effect from year to year unless notice of termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice a conference will be arranged for within fifteen (15) days.

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

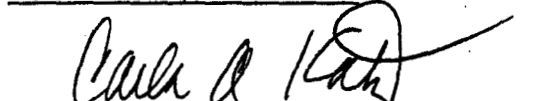
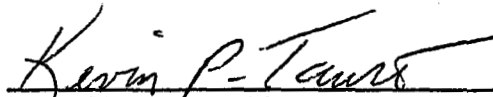
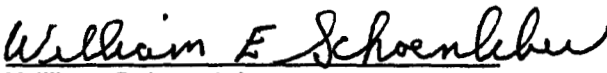
COUNTY OF MONMOUTH




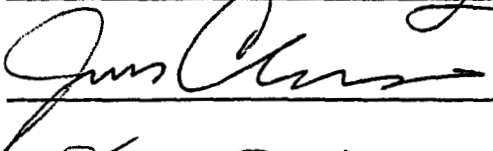
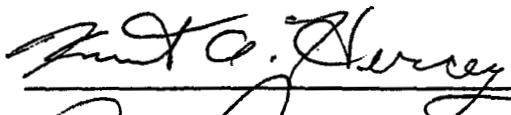
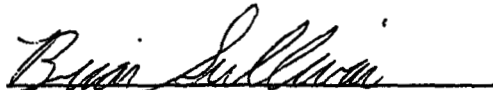
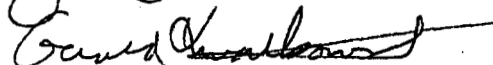
Thomas J. Powers
Deputy Director
Board of Chosen Freeholders


Louis Papanozzi, County Administrator
Board of Chosen Freeholders
Adeline H. Lubkert, Chairman
Board of Recreation Commissioners
Michael J. Gross
Special Assistant County Counsel
James J. Truncer, Secretary-Director
Board of Recreation Commissioners

COMMUNICATION WORKERS OF AMERICA,
LOCAL 1034, BRANCH 4


Carla Katz, President, CWA Local 1034
AFL-CIO, President
Kevin Tauro, President
CWA LOCAL 1034, Branch 4
William Schoenleber
Chief Steward

NEGOTIATING STEWARDS:

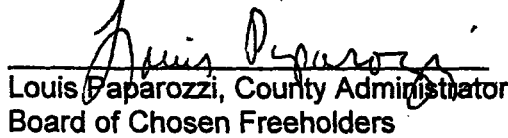

Jennifer Papp


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

COUNTY OF MONMOUTH



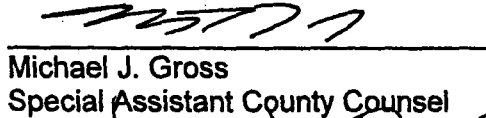
Thomas J. Powers
Deputy Director
Board of Chosen Freeholders



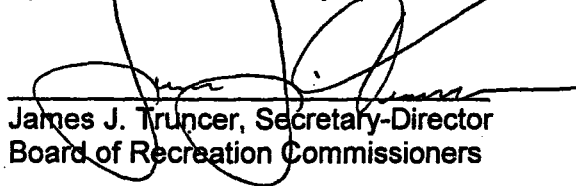
Louis Paparozzi, County Administrator
Board of Chosen Freeholders



Adeline H. Lubkert, Chairman
Board of Recreation Commissioners

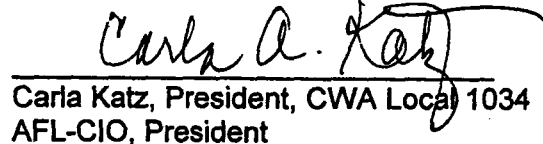


Michael J. Gross
Special Assistant County Counsel



James J. Truncer, Secretary-Director
Board of Recreation Commissioners

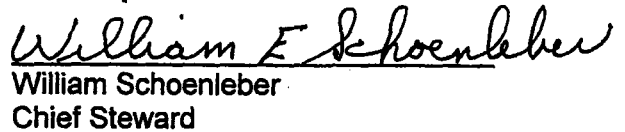
COMMUNICATION WORKERS OF AMERICA,
LOCAL 1034, BRANCH 4



Carla Katz, President, CWA Local 1034
AFL-CIO, President

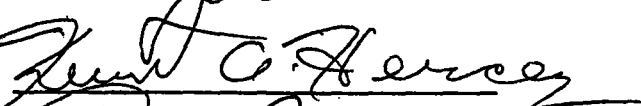
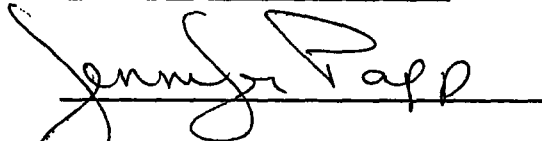


Kevin Tauro, President
CWA LOCAL 1034, Branch 4



William Schoenleber
Chief Steward

NEGOTIATING STEWARDS:





The following resolution was offered for adoption by Commissioner Rummel:

RESOLUTION

R-03-12-8=345

WHEREAS, the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders have recognized the Communication Workers of America (CWA), Local 1034, as the exclusive bargaining agent for professional, clerical crafts, rangers and other non-supervisory personnel of the Monmouth County Board of Recreation Commissioners; and

WHEREAS, the current Labor Contract with the CWA has expired as of December 31, 2002; and

WHEREAS, the Monmouth County Board of Recreation Commissioners has authorized its Secretary-Director and the Labor Negotiator for the Monmouth County Board of Chosen Freeholders to represent the Board of Recreation Commissioners for the purposes of contract negotiations; and

WHEREAS, the Secretary-Director of the Board of Recreation Commissioners and the Labor Negotiator for the Board of Chosen Freeholders have recommended that the Memorandum of Agreement dated July 3, 2003, as ratified by the CWA membership on November 26, 2003, be accepted and approved for the rates of pay, hours of work, and conditions of employment for the Years 2003, 2004, 2005 and 2006 (same being a four (4) year contract).

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation Commissioners, of the County of Monmouth, that the Chairman and Secretary-Director of the Board be, and they are hereby authorized to ratify said Memorandum of Agreement and to Execute and Deliver an Agreement based upon said Memorandum of Agreement dated July 3, 2003, as ratified by the CWA membership on November 26, 2003, between the Communication Works of America (CWA), Local 1034, for rates of pay, hours of work, and conditions of employment for the Years 2003, 2004, 2005 and 2006 (same being a four (4) year contract), on behalf of the Board of Recreation Commissioners; and

BE IT FURTHER RESOLVED that the Board of Recreation Commissioners does hereby recommend to the Monmouth County Board of Chosen Freeholders that the Memorandum of Agreement, as ratified by the CWA membership, on November 26, 2003, be accepted and approved for rates of pay, hours of work, and conditions of employment for the Years 2003, 2004, 2005 and 2006, and that the Board of Chosen Freeholders Execute and Enter Into a Contract with CWA Local 1034, for rates of pay, hours of work, and conditions of employment, for the Years 2003, 2004, 2005 and 2006; and

BE IT FURTHER RESOLVED that the Secretary-Director forward a certified true copy of this resolution to Kevin Tauro, President, CWA Local 1034, James Gray, Clerk of the Board of Chosen Freeholders, and Louis Paporozzi, County Administrator.

R-03-12-8=345 (Continued)

Seconded by Vice-Chairman Loud, and adopted on roll call by the following vote:

In the affirmative:	Chairman Lubkert, Vice-Chairman Loud, Commissioners Kniesler, Musella and Rummel
In the negative:	None
Absent:	Commissioners Irwin, Harmon, Peters and Williams

I hereby certify the above to be the true resolution adopted by the Monmouth County Board of Recreation Commissioners at the regular meeting of the Board on MONDAY EVENING, DECEMBER 8, 2003.



JAMES J. TRUNCER, Secretary-Director

R-03-12-8=345

RESOLUTION AUTHORIZING LABOR AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH,
MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS
AND CWA REPRESENTING PARK EMPLOYEES

Freeholder STOMINSKI offered the following resolution
and moved its adoption:

WHEREAS, the Board of Recreation Commissioners of Monmouth County (the "Board of Recreation Commissioners") and the Communication Workers of America (CWA), Local 1034 (the "Union"), have engaged in collective negotiations for a successor agreement to their expired collective negotiations agreement; and

WHEREAS, the Negotiations Committee of the Board of Recreation Commissioners and the Union, on July 3, 2003, executed a Memorandum of Agreement for a successor agreement covering the period from January 1, 2003 through and including December 31, 2006; and

WHEREAS, the membership of the Union, on November 26, 2003, ratified the terms of the aforesaid Memorandum of Agreement; and

WHEREAS, the Board of Recreation Commissioners, at its regular meeting of December 8, 2003, also ratified the terms of the aforesaid Memorandum of Agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that the Memorandum of Agreement executed by the Board of Recreation Commissioners and the Union, on July 3, 2003, be and the same is hereby ratified; and

BE IT FURTHER RESOLVED that the Clerk forward copies of this resolution to the Park's Director, Personnel Officer, Finance Director and CWA Local 1034.

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

	YES	NO	ABSTAIN	ABSENT
Mr. Stominski	X			
Mrs. Handlin	X			
Mr. Narozanick	X			
Mr. Powers	X			
Mr. Larrison				X

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD DEC 11 2003

James H. King

CLERK