

AGREEMENT

between

**THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS
THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS**

-and-

**THE INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, IFPTE LOCAL 196, CHAPTER 16**

[PARK SYSTEM SUPERVISORS UNIT]

March 13, 2023 – December 31, 2025

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PREAMBLE

This Agreement (“Agreement”) is by and between the Monmouth County Board of County Commissioners (“Monmouth County”), the Monmouth County Board of Recreation Commissioners (“Park System”) and the International Federation of Professional and Technical Engineers, IFPTE Local 196, Chapter 16 (“Union”). Collectively, Monmouth County and the Park System shall be referred to herein as the “Employer” or “County.”

The County endorses the practice and procedure of collective negotiations 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. 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.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the laws or regulations of the state of New Jersey.

ARTICLE 1

RECOGNITION

Section 1. Pursuant to the March 13, 2023 certification issued by the Public Employment Relations Commission ("PERC") in RO-2023-032, the County recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning terms and conditions of employment for all regularly employed supervisory employees of the Park System employed by the County but excluding managerial executives and confidential employees within the meaning of the Act; nonsupervisory employees; craft employees, professional employees, police, casual employees; and all other employees of Monmouth County and the Park System.

Section 2. Specifically recognized titles include the following, subject to the exclusions set forth in Section 1, above:

- 1) Assistant County Park Superintendent**
- 2) Assistant Recreation Supervisor**
- 3) Assistant Superintendent of Recreation**
- 4) Chief Landscape Architect**
- 5) Chief Park Naturalist**
- 6) County Park Manager**
- 7) General Manager Golf Courses**
- 8) Golf Superintendent**
- 9) Historic Preservation Specialist 3**
- 10) Manager Golf Facility**
- 11) Manager Riding Stables**
- 12) Marina Supervisor**
- 13) Museum Curator**
- 14) Principal County Park Ranger**
- 15) Principal Landscape Architect**
- 16) Principal Park Naturalist**
- 17) Principal Planner**
- 18) Recreation Supervisor**
- 19) Recreation Supervisor Handicapped Programs**
- 20) Senior County Park Manager**
- 21) Senior Storekeeper**
- 22) Supervisor Account Clerk**
- 23) Supervisor of Trades**
- 24) Supervising County Park Ranger**
- 25) Supervising Carpenter**

26) Supervising Mechanic
27) Supervisor Historic Sites

Section 3. Any new supervisory title authorized for use by the Employer at the Park System will be negotiated for inclusion or exclusion from the negotiations unit. In the event that agreement between the Employer and the Union is not reached, the title will be excluded from the negotiations unit pending resolution by PERC.

ARTICLE 2

UNION SECURITY

Section 1. 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. Newly hired employees who are within the negotiations unit will be informed by a Union representative that they have the opportunity to join the Union.

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 the proper amount of initiation fee. A list of employees for whom deductions are being made will be provided to the Union, through its designated officers or officials, at least annually or more frequently if required by applicable law.

Section 3. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, demands, orders, or judgments brought or issued against the County as a result of any action by the County taken pursuant to the provisions of this Article.

Section 4. The parties agree to comply with their obligations under the Workplace Democracy Enhancement Act, P.L. 2018, c. 15, and any amendments thereto.

ARTICLE 3
UNION OFFICERS AND STEWARDS

Section 1. The Union may collectively name up to five (5) Officers and three (3) Stewards. The Union will provide written notification to the Employer of the names of each Officer and Steward and the specific position held, and shall notify the Employer of any changes in designation as they occur.

Section 2. The Officers and Stewards shall restrict their activities to the handling of grievances. They shall be allowed a reasonable amount of time for the handling of grievances, but only to such extent as does not neglect, retard or otherwise interfere with their work duties or with the work or duties of other employees in any manner. An Officer or Steward must ask his or her respective Department Head, or designee, for permission to investigate and adjust grievances during work hours, and such permission shall not be unreasonably withheld.

Section 3. Except for handling grievance matters, Officers and Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

Section 4. An authorized representative of the Union may have access to negotiations unit members, but shall not interfere with employees or cause them to neglect their work. The Union shall hold the County harmless against any injuries or accidents that may occur to the Union's authorized representative while he or she is on County property.

Section 5. The Union shall be allocated sixty-four (64) hours of paid leave per year for authorized Union business. Leave pursuant to this provision shall be granted upon written authorization submitted by the Union to the Director of the Park System ("Director"), indicating the name or names of the individuals requiring leave and when their absence will be required. In order to facilitate scheduling, requests to use leave time shall be provided at least one (1) week in

advance whenever feasible. The Director may deny a request to use leave under this Section if it would unreasonably interfere with the efficient operations of the Park System or if the request is received less than one (1) week in advance.

Section 6. Union representatives shall be granted additional paid leave for the time necessary to negotiate this Agreement or its successor and for grievance meetings or hearings. There shall be no more than six (6) people on paid leave for negotiations and not more than one (1) person on paid leave for grievance meetings and/or hearings. Such leave time shall not count towards Union business days. No leave time shall be granted for internal meetings of the Union's negotiating team except for one (1) hour immediately preceding and following any scheduled meeting with the Employer to discuss collective negotiations. The Union may designate more than six (6) employees to its negotiating committee, but only six (6) employees may be released with pay hereunder and the Employer's operational needs shall be respected.

Section 7. The Officers and Stewards may hold quarterly internal meetings on County time, not to exceed two hours in length, with specific meeting times and dates to be proposed by the Union at least two weeks in advance and approved by management, with said approval not to be unreasonably denied. No more than one (1) such meeting may be scheduled between Memorial Day and Labor Day.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. It is recognized that the County has and retains the right and responsibility to direct the affairs of the departments covered by this Agreement in all aspects.

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

Section 3. The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that may be reasonably exercisable by the Employer.

Section 4. It is recognized that the County provides some employees on-site housing as a condition of employment. The County retains the managerial right to determine rules and regulations regarding the usage of any such housing, including whether or not such housing is supplied in the first place, and if so under what conditions. However, if the County determines in its managerial discretion that a current employee must be removed from on-site housing, it shall give the employee a reasonable amount of time to vacate the premises depending upon the circumstances necessitating the removal, which shall normally be at least sixty (60) days absent unusual, emergent circumstances such as illegal activity on the premises or a danger to anyone's

health and safety. Annual maintenance rate increases to be paid by employees utilizing on-site housing shall not exceed the applicable Consumer Price Index established by the United States Bureau of Labor Statistics for the region encompassing Monmouth County.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. A “grievance” is defined as any controversy or dispute arising between the parties relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated within ten (10) working days from the time when the cause for the grievance occurred, or the grievant should reasonably have known of its occurrence.

Section 3. The following procedures shall be the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the decision and an acceptance of that decision.

STEP 1 (INFORMAL STEP):

An employee with a grievance may first discuss it with the appropriate Department Head, either directly or through the Union's designated representative for the purpose of resolving the matter informally. This step shall not be mandatory and shall not stay the time limitation for filing a formal written grievance pursuant to Step 2 unless otherwise agreed to by the parties in writing.

STEP 2:

If the grievance is not pursued or resolved at Step 1, then the aggrieved party may file a formal written grievance with the appropriate Department Head within ten (10) working days from the time he or she knew or reasonably should have known of its occurrence.

STEP 3:

If the grievance is not resolved at Step 2, it shall be reduced to writing and served by the Officer or Steward upon the Director or designee not later than ten (10) working days after the answer in Step 2 was given or due. The Director or designee may elect to meet with a representative of the Union within five (5) working days after receipt of such written grievance. A written decision shall be given to the Union not later than ten (10) working days after it is received, unless that time is mutually extended in writing.

STEP 4:

In the event the grievance is not resolved at Step 3, then the employee may elect to proceed through the New Jersey Civil Service Commission ("Civil Service Commission"), where applicable, or the Union may elect to request arbitration under this Step. However, upon selection of either the 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 not later than ten (10) working days after the decision at Step 3 was given or due, either party may request PERC aid in the selection of an Arbitrator according to its rules.

Section 4. The arbitrator shall have the power to hear and determine the dispute and issue a final and binding decision, but shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

Section 5. The parties shall equally share the arbitrator's fees and expenses, but all other costs shall be borne solely by the parties incurring them.

Section 6. Any step in the grievance procedure may be waived by mutual written consent, and any time period or limitation contained in the grievance procedure may similarly be waived by mutual written consent.

Section 7. Saturdays, Sundays and recognized County holidays shall not be deemed as "working days" for purposes of calculating any time periods under this Article.

ARTICLE 6
HANDBOOK AND WORK RULES

Section 1. The parties agree that, to the extent that they are not inconsistent with any express provision of this Agreement, the Union and negotiations unit members are entitled to the benefits of and are bound by the requirements of the County's Employee Guide to Policy, Benefits and Services ("Handbook"). The parties specifically recognize the applicability of the latest edition of the Handbook, to the extent that those provisions are not expressly addressed in this Agreement.

Section 2. The Employer shall establish reasonable and necessary rules of work and conduct for employees, which shall be equitably applied and enforced. Except under emergent circumstances, the Union will be provided with notice of any changes to the Handbook no later than the effective date of any such change.

ARTICLE 7

SALARY

Section 1. 2023. Effective and retroactive to January 1, 2023, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who were employed by the County in a job title encompassed by the March 13, 2023 certification issued by PERC in RO-2023-032 on or before December 31, 2022 shall receive a flat base pay wage increase of \$1,450, then a base wage percentage increase of 2.50%.

Section 2. 2024. Effective January 1, 2024, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who are in the negotiations unit on or before December 31, 2023 shall receive a flat base pay wage increase of \$1,450, then a base wage percentage increase of 2.50%.

Section 3. 2025. Effective January 1, 2025, in recognition of the unique and challenging nature of the services performed by the members of this negotiations unit, employees who are in the negotiations unit on or before December 31, 2024 shall receive a flat base pay wage increase of \$1,450, then a base wage percentage increase of 2.50%.

Section 4. During the course of negotiations for this initial collective negotiations Agreement, the parties discussed certain salary anomalies specific to the employees covered by this Agreement, which have developed over a substantial period of time but had remained unaddressed. In order to fairly and equitably address and resolve these anomalies going forward, employees eligible for the salary increases in 2024 and 2025 as set forth in Sections 2 and 3 above shall receive an additional five hundred dollar (\$500.00) flat base pay wage increase prior to the implementation of the 2.50% base wage percentage increase (meaning the flat base pay wage increase shall be \$1950.00 total in 2024 and 2025). The Union specifically acknowledges that this additional increase is non-precedential, is limited to specific, unique facts and circumstances, and

is not intended to create a past practice nor is it the parties' intention that the foregoing shall have any application with respect to any other negotiations unit, whether or not represented by IFPTE.

Section 5. Minimum salaries for all titles as of January 1, 2023 are set forth in Appendix A of the Agreement. All minimum salaries shall then increase by \$1,500 per year effective January 1, 2024, and January 1, 2025. During the course of this Agreement, if a starting salary is adjusted upwards for a particular title in a particular year, employees in that title shall either receive an increase to their minimum starting salary or the applicable increase provided in Sections 1 through 4 of this Article, whichever is greater.

Section 6. Promotional salary increases will be either be three percent (3.00%) of the employee's current base salary or the minimum for the new title, whichever is greater.

Section 7. The parties recognize that that there has been an existing practice where positive employee performance evaluations has led to merit pay increases for individual employees. This practice may continue in management's discretion for negotiations unit members, provided that the Employer will promptly notify the Union of any such increase granted.

Section 8. Employees must be on the payroll as of the date a Memorandum of Understanding ("MOU") accepting the terms set forth in this Article was ratified by the Association's membership to be eligible for any retroactive salary payments. If an employee is on an unpaid leave at the time of ratification by the Union, he or she will receive retroactive pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay shall be issued as soon as is practicable, but in no event beyond forty-five (45) days after the MOU is both ratified by the Association's membership and adopted by the Board of County Commissioners.

Section 9. The parties recognize that in 2016, the County changed the pay cycle so that an

employee's annual salary is now paid in 24 bi-monthly installments, rather than the previous 26 or 27 bi-weekly installments. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

ARTICLE 8

UNIFORMS

Section 1. The County will continue to provide employees with clothing, shoes and/or equipment consistent with the existing Park System Uniform Manual, or as that may be amended from time-to-time.

Section 2. If an employee reports to work and is not wearing the required uniform or safety equipment, he or she may be sent home for the day without pay, and may be subject to further disciplinary action.

Section 3. Dress Code: All County employees are representatives of the County and the Board of County Commissioners and Board of Recreation Commissioners. As such, all clothing shall be clean and presentable when an employee reports for work and in compliance with the County's established Park System Uniform Manual and any additional provisions of the County Workplace Attire Policy that may be applicable.

ARTICLE 9

SENIORITY

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

Section 2. Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work is equal, as determined by the Employer.

Section 3. The Employer shall endeavor to post all notices of job vacancies and newly created positions in all work locations for three (3) working days prior to filling such vacancies or positions. Such postings should also be provided via e-mail and a copy simultaneously provided to the Union. The filling of such vacancies and positions shall be subject to Civil Service Commission regulations. Each interested employee shall be interviewed by the Director, or a designee, and if not selected to fill the vacancy or position will be given the reason for that decision.

Section 4. The County shall maintain a seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon reasonable request.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall consist of forty (40) hours or five (5) eight (8) hour days, as assigned by the Employer, exclusive of a 30-minute period unpaid meal period, but inclusive of paid daily break periods totaling 30 minutes, to be reasonably scheduled as conditions allow by the Employer. It is understood that due to the seven (7) day per week nature of Park System operations, employees may be scheduled by the Employer to work on weekends and on different shifts during the workday. The Employer will endeavor to give reasonable prior notice of schedule or shift changes whenever possible.

Section 2. Overtime is defined as all work performed in excess of the County's established forty (40) hour workweek. The Employer agrees to compensate those employees who are determined to be "non-exempt" under the federal Fair Labor Standards Act ("FLSA") at the rate of time and one-half (1 and ½) their regular rate of pay for working beyond forty (40) hours in the established County workweek. All such overtime must be authorized by the Employer, and sick leave shall not count as hours worked for overtime purposes.

Employees determined to be "exempt" under the FLSA shall not be entitled to cash overtime and recognize that they may be required to stay at work beyond their ordinary working hours on any particular day or work in excess of forty (40) hours in a particular week in order to meet their general workplace responsibilities. In lieu of cash compensation, exempt employees will be entitled to receive non-FLSA compensatory time upon physically working a minimum of thirty (30) minutes beyond the regularly scheduled workday, on an hour-for-hour basis. No such time will be granted for performing incidental tasks expected of supervisory personnel outside of the workplace such as responding to phone calls or e-mails. Compensatory time earned pursuant to this Section shall be accumulated, recorded and utilized as consistent as possible with the policy

known as the “Reporting of Time Policy for Management Personnel of the Monmouth County Board of Recreation Commissioners” (“Time Policy”), or as it may be amended from time to time. Such compensatory time is not convertible to cash under any circumstances while employed or upon separation from employment. Consistent with the current Time Policy, employees may accrue and utilize up to 120 hours in their compensatory time bank in each calendar year, but no more than forty (40) such hours may be carried over from one calendar year to another absent the Employer’s approval.

Section 3. All employees are may be required to perform a reasonable amount of overtime, with the Employer being the sole judge as to the need for overtime.

ARTICLE 11

HOLIDAYS AND COUNTY CLOSURES

Section 1. The following days are recognized as 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, Veterans Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. Consistent with existing practice, the County shall retain the managerial authority to formally designate the date on which any paid holiday is to be celebrated.

Section 2. To be eligible for holiday pay, an employee must work his or her last scheduled workday before and first scheduled workday after the holiday, unless that day is an excused absence with pay or there are extenuating circumstances stated in writing, and subject to the Employer's unilateral approval.

Section 3. If a holiday falls within the approved vacation period of an employee, he or she shall receive an additional vacation day, which may be scheduled at the Employer's discretion.

Section 4. If an employee is scheduled to work on a paid holiday, he or she is entitled to compensatory time on hour-for-hour basis, to be utilized in accordance with the Time Policy.

Section 5. Other holidays that may be declared by the Monmouth County Board of County Commissioners for unrepresented employees shall be extended to employees covered by this Agreement. Notwithstanding the foregoing, the parties recognize that at the time this Agreement was completed, the County advised it was considering a possible holiday swap of General Election Day for Juneteenth for its unrepresented employees starting no earlier than 2024. If the Board of County Commissioners decides to implement this holiday swap for unrepresented employees, the Union agrees to accept same without further negotiations. In such instance, consistent with Section 1, the Board of County Commissioners shall further have the unilateral right to determine whether Juneteenth is celebrated on the federal or state holiday in years when the date of the Juneteenth

holiday differ.

Section 6. On days when the Employer closes all County offices because of snow or other emergency for the full day (9:00 A.M. until 4:30 P.M.), employees who are still required to report to work shall receive non-FLSA compensatory time for each hour actually worked on the date of the County closure, up to a maximum of eight (8) hours. On days when the Employer closes all County offices because of snow or other emergency for less than a full day, employees who are still required to report to work shall receive non-FLSA compensatory time for each hour actually worked on the date of the County closure, up to the number of hours that the County was closed on that day. For example, if the County closes at 2:30 P.M. due to a weather emergency, employees who worked a regular eight (8) hour shift, regardless of the time worked, shall receive two (2) hours of compensatory time. Such time may not be converted to cash compensation. This Section shall not apply if less than all County offices are closed.

ARTICLE 12 **VACATIONS**

Section 1. Negotiations unit employees shall earn vacation with pay in accordance with the following schedule:

- (a) One (1) working day per month worked during the first calendar year of employment.
- (b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at one (1) day per month.
- (c) Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one and one quarter (1 and $\frac{1}{4}$) 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 two thirds (1 and $\frac{2}{3}$) 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 and $\frac{1}{12}$) days per month.

Section 2. Employees will be credited for a year of service in determining time served for their vacation time regardless of when the employee began his or her employment during the year.

Section 3. Vacation time shall be used in a minimum increment of two (2) hours.

Section 4. The Employer shall have the right to approve the scheduling of an employee's vacation time. When 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 time shall be taken consecutively unless the Director or designee determines that the taking of additional vacation will not interfere with the Employer's operations. Additional provisions are as follows:

- a. 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.

- b. Employees whose vacation requests have been submitted and approved in accordance with the foregoing, 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.

Section 5. For extraordinary reasons only, an employee may carry over up to five (5) vacation days into a succeeding year with the approval of the County Administrator. A written request to carry over vacation must be submitted by September 1st of the preceding year. If approval is not received from the County Administrator by October 1st, then the request shall be deemed denied, and the employee must then immediately schedule the remainder of his or her vacation for the current year. Any postponed vacation must be scheduled for use and actually used by April 1st of the succeeding year, or it is forfeited.

ARTICLE 13

LEAVES

Section 1. Paid Sick Leave. Pursuant to the terms and conditions established by County policy, all full-time employees will be granted paid sick leave at the rate of one (1) day per month, or major fraction thereof, during the first calendar year of employment. Thereafter an employee shall receive fifteen (15) sick leave days per year, which shall be cumulative. During the first calendar year of employment an employee must actually earn sick leave before utilizing it. Part-time employees will be granted sick leave on a pro-rated basis. Sick leave may be taken in increments of fifteen (15) minutes. An employee who has incurred or shall incur a break in service, as a result of a separation due to layoff, shall be credited with sick leave accrued both before separation and after return to employment. An employee incurring a break in service for any other type of separation shall have his or her sick leave computed from the date of return to employment. The use of sick leave is subject to reasonable notification and verification procedures, as may be established by the Employer from time to time.

Section 2. Family and Medical Leave. The Union and all employees shall comply with County policy regarding family and medical leave.

Section 3. Personal Days. Full-time employees are entitled to three (3) days of paid leave per year for the transaction of personal business (“personal leave”), with part-time employees earning such personal leave on a proportional basis. Employees hired during the calendar year shall be granted personal leave on a pro-rated monthly basis during the remaining calendar year. Thereafter, personal leave shall be credited at the beginning of each calendar year. Use of personal leave must be in increments of one (1) hour or more, and must have prior advance supervisory approval except in unforeseen and emergent circumstances when the need for such leave could not have been reasonably anticipated, in which case the employee remains responsible for contacting

a supervisor as soon as is practicable to advise of the situation. Approval of personal leave shall not be unreasonably withheld, however, requests to use personal leave may be denied on the day before or the day following any paid holiday or vacation day, except in extenuating circumstances. All personal leave is forfeited if not used during the calendar year that it is accrued.

Section 4. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, sibling, civil union or domestic partner, child or step-child. Employees shall be granted three (3) days off with pay in the event of the death of a parent-in-law, grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

Section 5. Jury Duty. An employee shall be given time off without loss of pay when performing jury duty; or when summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless it is as a party to the litigation in a matter unrelated to the employee's capacity as an employee or officer of the agency. A copy of the subpoena or order to appear must be furnished to the Employer prior to the absence. Employees serving on jury duty shall be entitled to receive from the County their usual compensation for each day of jury service, however, any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee to the County Treasurer, as required by N.J.S.A. 2B:20-16.

Section 6. Supplemental Compensation. Upon retirement, employees shall be entitled to payment for their earned and unused accumulated sick leave under the terms and conditions established in the Handbook at Section 7. Upon the death of an employee, the County shall pay supplemental compensation to the employee's estate in the amount of one-half (½) of the

employee's 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. This provision shall be subject to any further limitations that may be established by New Jersey law or applicable regulation, including, but not limited to, the provisions of N.J.S.A. 11A:6-19.2, which prohibits employees hired on or after May 21, 2010 from receiving any sick leave payment except upon an approved retirement from a pension system.

ARTICLE 14

HEALTH BENEFITS

Section 1. The County will offer a medical point of service plan for employees covered by this Agreement, for which employees shall pay the Tier 4 rates as set forth in P.L. 2011, c. 78 as a contribution towards the County's cost of providing this plan. 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 required contribution for the employee. Employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that they shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 2. The provisions of Resolution #94-267, as adopted by the Monmouth County Board of County Commissioners and attached hereto as Appendix B, are applicable to negotiations unit members, and the County's traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 3. 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 as that law may be amended), and/or applicable law. The terms and conditions of an employee's entitlement to any enhanced 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 4. Negotiations unit members, and 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 they are increased for the County's employees not represented for purposes of collective negotiations. 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)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)

90 days Mail Order

Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 5. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. If a full-time employee's schedule is reduced to less than thirty (30) hours weekly, his or her health benefits shall be suspended, except where contrary to law. Temporary employees are not eligible for health benefit coverage.

ARTICLE 15
SAFETY AND HEALTH COMMITTEE

Section 1. A joint Union and County Safety and Health Committee shall be established to review safety and health issues affecting employees within the negotiations unit. Each party shall designate up to four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall also include the expected agenda.

ARTICLE 16
NON-DISCRIMINATION

Section 1. The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital/civil union status, religion, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability (including perceived disability, and AIDS and HIV status), union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

ARTICLE 17
COMMERCIAL DRIVER'S LICENSES

Section 1. A Commercial Driver's License ("CDL") is required for the performance of certain job functions identified by the Employer. All employees in such classifications shall be required to obtain a CDL. The County shall pay the license and/or renewal cost.

Section 2. The parties agree that if there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County may test that person. Any such test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County.

ARTICLE 18
DISCIPLINARY ACTION AND PROCEDURES

Section 1. An employee may be discharged, demoted or otherwise disciplined for just cause.

Section 2. An employee required to appear at a hearing to respond to disciplinary charges shall be given written notice of the hearing at least five (5) days prior to the hearing date. This notice shall list the specific charges to be heard and the anticipated extent of possible disciplinary action.

Section 3. The Union, through a designee, shall be provided with a copy of any disciplinary action filed against an employee unless the affected employee specifically requests otherwise, in which instance the Union shall only be generally informed that disciplinary action has been filed against the employee and the proposed penalty.

Section 4. An employee shall have the right to representation at any disciplinary hearing.

Section 5. An employee ordered or required to appear before the Employer, or any legitimate agent thereof, for interview or interrogation, and who has reason to believe that disciplinary charges may be filed against him or her as a result of said appearance, shall have a right to request and receive a Union representative prior to the commencement of the interview or interrogation. Such a request shall not unduly delay the interview or interrogation.

Section 6. If an employee is suspended without pay for more than sixty (60) working days, his or her County-funded health benefits shall cease as soon as practicable thereafter, except that this provision shall not be applicable if there exists a contrary County policy that would allow a non-union employee in like circumstances to maintain his or her County-funded health benefits. Any employee whose County-funded health benefits are affected by this Section shall be offered continuation coverage through COBRA to the extent eligible.

ARTICLE 19
NO STRIKE OR LOCKOUT

Section 1. There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The County shall have the right to take disciplinary action, up to and including removal from employment, against any employee participating in a violation of the provisions of this Article.

ARTICLE 20

COMPLETE AGREEMENT

Section 1. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

Section 4. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.


Section 5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 21
DURATION

This Agreement shall be effective March 13, 2023 and shall continue in force and effect until December 31, 2025.

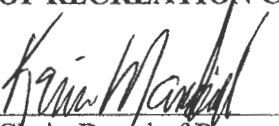
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representative this _____ day of _____, 2024.

**MONMOUTH COUNTY BOARD
OF COUNTY COMMISSIONERS**


Thomas A. Arnone, Director



Teri O'Connor, County Administrator


**MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS**


Chair, Board of Recreation Commissioners


Andrew Spears, Director

IFPTE LOCAL 196


Sean McBride, President IFPTE 196


James Robertello
Business Agent IFPTE 196

APPENDIX A – MINIMUM SALARIES 2023

<u>TITLE</u>	<u>MINIMUM SALARY</u>
Assistant County Park Superintendent	\$71,500
Assistant Recreation Supervisor	\$52,500
Assistant Superintendent of Recreation	\$65,500
Chief Landscape Architect	\$85,500
Chief Park Naturalist	\$66,500
County Park Manager	\$54,000
General Manager Golf Courses	\$85,500
Golf Superintendent	\$69,500
Historic Preservation Specialist 3	\$63,000
Manager Golf Facility	\$66,500
Manager Riding Stables	\$54,000
Marina Supervisor	\$63,000
Museum Curator	\$49,500
Principal County Park Ranger	\$56,000
Principal Landscape Architect	\$63,000
Principal Park Naturalist	\$56,000
Principal Planner	\$63,000
Recreation Supervisor	\$56,000
Recreation Supervisor Handicapped Programs	\$56,000
Senior County Park Manager	\$63,000
Senior Storekeeper	\$59,000
Supervisor Account Clerk	\$56,000
Supervisor of Trades	\$71,500
Supervising County Park Ranger	\$59,000
Supervising Carpenter	\$66,500
Supervising Mechanic	\$66,500
Supervisor Historic Sites	\$54,000

APPENDIX A – MINIMUM SALARIES 2024

<u>TITLE</u>	<u>MINIMUM SALARY</u>
Assistant County Park Superintendent	\$73,000
Assistant Recreation Supervisor	\$54,000
Assistant Superintendent of Recreation	\$67,000
Chief Landscape Architect	\$87,000
Chief Park Naturalist	\$68,000
County Park Manager	\$55,500
General Manager Golf Courses	\$87,000
Golf Superintendent	\$71,000
Historic Preservation Specialist 3	\$64,500
Manager Golf Facility	\$68,000
Manager Riding Stables	\$55,500
Marina Supervisor	\$64,500
Museum Curator	\$51,000
Principal County Park Ranger	\$57,500
Principal Landscape Architect	\$64,500
Principal Park Naturalist	\$57,500
Principal Planner	\$64,500
Recreation Supervisor	\$57,500
Recreation Supervisor Handicapped Programs	\$57,500
Senior County Park Manager	\$64,500
Senior Storekeeper	\$60,500
Supervisor Account Clerk	\$57,500
Supervisor of Trades	\$73,000
Supervising County Park Ranger	\$60,500
Supervising Carpenter	\$68,000
Supervising Mechanic	\$68,000
Supervisor Historic Sites	\$55,500

APPENDIX A – MINIMUM SALARIES 2025

<u>TITLE</u>	<u>MINIMUM SALARY</u>
Assistant County Park Superintendent	\$74,500
Assistant Recreation Supervisor	\$55,500
Assistant Superintendent of Recreation	\$68,500
Chief Landscape Architect	\$88,500
Chief Park Naturalist	\$69,500
County Park Manager	\$57,000
General Manager Golf Courses	\$88,500
Golf Superintendent	\$72,500
Historic Preservation Specialist 3	\$66,000
Manager Golf Facility	\$69,500
Manager Riding Stables	\$57,000
Marina Supervisor	\$66,000
Museum Curator	\$52,500
Principal County Park Ranger	\$59,000
Principal Landscape Architect	\$66,000
Principal Park Naturalist	\$59,000
Principal Planner	\$66,000
Recreation Supervisor	\$59,000
Recreation Supervisor Handicapped Programs	\$59,000
Senior County Park Manager	\$66,000
Senior Storekeeper	\$62,000
Supervisor Account Clerk	\$59,000
Supervisor of Trades	\$74,500
Supervising County Park Ranger	\$62,000
Supervising Carpenter	\$69,500
Supervising Mechanic	\$69,500
Supervisor Historic Sites	\$57,000

APPENDIX B

RES. # 94-267

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

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

Freeholder HANDLIN offered the following
resolution and moved its adoption:

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

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

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

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

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

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

P2 → BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3 → BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

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

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

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

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

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

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

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

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HERESY 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 APRIL 14 1994

Richard Larrison

CLERK