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AGREEMENT

BETWEEN

THE BOARD OF CHOSEN FREEHOLDERS OF MONMOUTH COUNTY, FREEHOLD, NEW JERSEY;

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

AND

THE INTERNATIONAL UNION OF ELECTRICAL RADIO AND MACHINE WORKERS, LOCAL 417, IUE., AFL-CIO

12/30/26-12/3-177

MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS TUE - CONTRACT ITEMS

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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.

ARTICLE II RECOGNITION

Section 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.

Section 2: Full-time CETA Funded Employees are included within the bargaining Unit. It is understood that employment in a CETA Funded Position is subject to the availability of Federal Fundings for said CETA Positions.

Section 3: Supervisors and others excluded from the bargaining unit shall not perform the work of said unit except in cases of training or emergencies with the exception of the ranger position responsible for the supervision of the 1890 Historic Farm operation at Holmdel Park.

Section 4: The following employees are excluded from this Agreement:

- 1. Temporary Employees
- 2. Provisional Part-time Employees
- 3. Seasonal Employees
- 4. Supervisory Employees (As Per Organization Chart)
- 5. Managerial Executives (As Per Organization Chart)
- 6. Confidential Employees as Follows: (As Per Organization Chart)
 - a. Secretary to the Superintendent of County Parks
 - b. Secretary to Personnel Manager

ARTICLE III CIVIL SERVICE REGULATIONS

The parties recognized that the Civil Service Commission has general Authority on all job titles and that the Civil Service Rules as revised September 15, 1975, Title 4, of the New Jersey Administrative Code, Department of Civil Service shall be applicable.

The administrative and procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. Where the terms of the Agreement specifically indicate an understanding contrary to or in conflict with any such provisions, the parties agree to jointly seek modification or amendment of the particular rule or statute to be then consistent with the terms of the Agreement, by appeal to Civil Service or the Legislature.

ARTICLE IV MANAGEMENT RIGHTS

Section 1: Subject to the provisions of this agreement, the Union recognizes that the management of all operations, the control of the properties and the maintenance of order and efficiency, is vested solely in the Employer.

Section 2: The Union and the Employer agree that the Employer shall retain its management rights, including but not limited to the right to:

- A. 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 reasons is vested solely in the employer, provided that this will not be used for the purpose of discrimination against any member of the Union, and in accordance with the terms and provisions of this Agreement.
- B. In addition, the services provided to the public, the locations of the parks, the schedule and hours of operations, 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 solely exclusively the responsibility of the employer.
- C. 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, which shall not be inconsistent or contrary to this Agreement.

Section 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.

Section 1. The employer recognizes and agrees to deal with the accredited Union Stewards and Representatives of the Union in all matters relating to grievances.

Section 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.

Section 3. The number of Union Stewards in addition to the Chief Steward shall not exceed One (1) Steward Representing-Craft Employees

One (1) Steward Representing-Professional and Technical Employees

One (1) Steward Representing-Clerical Employees

One (1) Steward Representing-Each Park Administrative Area (As Indicated On The Organization Chart. Appendix A)

Section 4. The Union Negotiation Committee shall consist of:

(Those as included in Section 3 above.)

Section 5. The Union Grievance Committee shall consist of:

One (1) Chief Steward

whall so notify their immediate supervisor.

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

Section 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. The employees and Stewards upon cessation of work for purposes of the procedure and resuming work shall report to their immediate supervisor and record the time spent on the grievance procedure. When a Steward is required to leave his/her work for the handling of a grievance

ARTICLE V CONTINUED UNION STEWARDS AND UNION REPRESENTATION

Section 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 Commissioners' Secretary-Director or his Designee.

ARTICLE VI GRIEVANCE PROCEDURE

- Section 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 this Agreement between the Employer and the Union.
- Section 2. A "Grievance" shall mean a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
- Section 3. It is the intent of the parties of this Agreement to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision and there should be 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 that the procedure in this Section 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 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.
- Section 4. Any grievance or dispute which may arise between the parties including the application meaning or interpretation of the Agreement shall be settled in the following manner:
 - STEP 1: Oral Grievances—The aggrieved employee or group of employees shall orally present and discuss their grievance to their most immediate supervisor within seven (7)

ARTICLE VI CONTINUED GRIEVANCE PROCEDURE

working days following the occurrence of the event (s) on which the grievance is based. The Supervisor shall - give a verbal answer within three (3) working days of the date of presentation of the grievance. The shop steward for that area shall be with the aggrieved employee(s) at the time he presents his grievance informally to his most immediate Supervisor. The aggrieved employee(s) may present his or her own grievance.

STEP 2:

Written Grievance—if such a grievance is not settled in Step 1, it shall be reduced to a reasonably detailed writing, dated and signed by the aggrieved employee(s), or and presented to the next higher level of management within seven (7) working days after the Supervisor's oral answer is given. The chief steward for the Union may present this written grievance and in turn, shall set up an appointment to discuss the grievance. Management shall reply in writing to the grievance within three (3) working days of the date of 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. The aggrieved employee(s) may present his/her own grievance.

STEP 3:

Appeal of a Written Grievance—In the event a satisfactory judgement is not made in Step 2, the grievance shall be presented by the Chief Steward to the Secretary-Director of the Board of Recreation Commissioners or his designed within seven (7) working days after Step 2. The Secretary-Director or his designee shall reply in writing to the grievance within three (3) working days of the date of presentation of the written grievance. The Chief Steward shall indicate his acceptance or rejection of the decision. The aggrieved employee(s) may present his or her own grievance.

STEP 4:

Final Appeal of a Written Grievance—In the Event a satisfactory adjustment is not made in Step 3, a grievance shall be formally presented in writing by the Union Grievance Committee to the Secretary-Director of the Board of Recreation Commissioners within seven (7) working days after Step 3. Grievances received no later than seven (7) days prior to a regular Board Meeting shall be heard by the Board of Recreation Commissioners at said Board Meeting. The Board of Recreation Commissioners decision shall be given in writing within seven (7) working days from the date of that meeting.

ARTICLE VI CONTINUED GRIEVANCE PROCEDURE

The decision of the Board of Recreation Commissioners shall be final and the grievance shall be considered settled on the basis of the Board of Recreation Commissioners decision, Step 4, unless the Union within seven (7) working days after the Board of Recreation Commissioners has rendered its decision request in writing an additional meeting as provided in Step 5, or unless the union would in afore mentioned period notifies the Board of Recreation Commissioners in writing of its intention to submit the grievance to arbitration or appeal to the New Jersey Department of Civil Service (Civil Service). The aggrieved employee(s) may present his/her own grievance. Disciplinary actions which involve penalties that are appealable to Civil Service, the employee must choose and so indicate on the grievance form, either utilizing the fifth step of this grievance process (binding arbitration), or appealing directly to Civil Service within the allowable time period. In no case will the employee be allowed to utilize both binding arbitration and the New Jersey Civil Service Commission in appealing disciplinary actions of the employer.

STEP 5: Binding Arbitration—Crievances not settled in Step 4 of the Grievance procedure may be referred to arbitration. Request for arbitration shall be made in writing within seven (7) working days after the Board of Recreation Commissioners decision is given in Step 4. Upon receipt of said request, the moving party shall request a list of arbitrators from the New Jersey Public Employment Relations Commission (PERC).

Section 5. The arbitrator shall be selected from a list of arbitrators submitted to the parties by PERC. The Employer and the Union shall mutually agree on the arbitrator selected from said list. If mutual agreement as to selection is not possible, the parties agr to allow selection by PERC according to its rules and regulations.

Section 6. In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining to PERC with respect to the arbitratic of labor grievances. The compensation of the arbitrator and the expenses of the arbitrator shall be shared equally by the Employer and the Union or Employee. The arbitrator shall issue a written opinion to the Employer, the Union, and Employee(s), setting forth his decision with respect to the grievance.

ARTICLE VI CONTINUED GRIEVANCE PROCEDURE

Section 7. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The arbitrator shall not have the power to alter, amend, add to, or revise any portion of this Agreement.

Section 8. Saturdays, Sundays and Holidays as identified in this Agreement shall not be considered working days in the computing of the time provided for in the foregoing. 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 addition period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

Section 9. Any employee(s) shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing 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 any of the above steps, such employees shall not lose pay for time spent beyond the employee's normally scheduled working hours.

Section 10. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort shall be made to expedite the process.

Section 11. When an employee disagrees with a supervisory directive, he/she shall perform the work and grieve later, except in cases where it involves unsafe working conditions.

Section 12. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his/her immediate supervisor.

ARTICLE VII HOURS OF WORK

Section 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.

Section 2: Since the nature of the work involved requires continuous operation 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.

Section 3: The employer agrees that except for certain clerical employees that forty (40) hours per week, eight (8) hours per day, exclusive of any lunch break, five (5) days per week, shall constitute a regular week's work. Clerical employees, unless otherwise noted, shall work thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, exclusive of any lunch break.

Shift schedules shall be posted by the employer at least two (2) weeks prior to the beginning of work schedule.

Section 5: A sick day (or days) used by an employee is not counted in determining whether the employee has worked over forty (40) or thirty-five (35) hours (as appropriate) in a work week provided that such an absence (or absences) has caused the need for his/her overtime. A holiday (or holidays), a personal day (or days) or a vacation day (or days) used by an employee is counted in determining whether the employee has worked over forty (40) or thirty-five (35) hours (as appropriate) in a work week.

ARTICLE VII CONTINUED HOURS OF WORK

Section 6: Meal period, work break, and clean-up time. The policy of the Board of Recreation Commissioners is for employees to have a one-half (1/2) hour meal period and it is also the policy to have 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 problems the scheduling of rest periods shall be worked out individually for each work unit.

A ten (10) minute personal clean-up period at the end of the work day shall be granted, when necessary, to any employee whose job involves contact with dirty or greasy tools, equipment or objects.

OVERTIME

Section 1: Full time employees in the following job titles:

- l. Sr. Park Planner
- 2. Park Planner
- 3. Park Planner Trainee

shall be compensated for overtime hours worked on the sixth (6th) and seventh (7th) day of the work week or scheduled night meetings, excluding lunch break, at the rate of time and one-half (1 1/2). Hours worked in excess of eight (8) hours per day shall not be compensated for as overtime hours worked. The work week for full time employees in the job titles listed in this section shall be considered Monday through Friday.

Permanent part-time employees in job titles as listed in this section shall be compensated for overtime hours worked at the rate of time and one-half (1 1/2) for hours worked in excess of eight (8) hours per day.

Section 2: Full time employees in the following job titles:

1.	Carpenter
l.	Carbenter

2. Electrician

3. Sr. Graphic Artist

4. Graphic Artist

5. Graphic Artist Aide

6. Asst. Graphic Artist

7. Sr. Mechanic

8. Mechanic

9. Sr. Draftsman

10. Draftsman

11. Sr. Account Clerk (Steno)

12. Account Clerk (Steno)

13. Account Clerk (Typist)

shall be compensated for overtime hours worked on the sixth (6th) and seventh (7th) day of the work week or in excess of eight (8) hours per day, excluding lunch break at the rate of time and one-half (11/2). The work week for full time employees in the job titles listed in this section shall be considered Monday through Friday.

ARTICLE VIII CONTINUED OVERTIME

Permanent part-time employees in job titles listed in this section shall be compensated for overtime hours worked at the rate of time and one-half (1 1/2) for hours worked in excess of eight (8) hours per day.

Section 3: Full time employees in the following job titles:

- 1. Sr. Clerk Steno
- 2. Clerk Steno
- 3. Sr. Clerk Typist
- 4. Clerk Typist
- 5. Clerk

shall be compensated for overtime hours worked on the sixth (6th) and seventh (7th) day of the work week or in excess of seven (7) hours per day, excluding lunch breaks, at the rate of time and one-half (1 1/2). The work week for full time employees in the job titles listed in this section shall be considered Monday through Friday.

Permanent part-time employees in job titles as listed in this section shall be compensated for overtime hours worked at the rate of time and one-half (1 1/2) for hours worked in excess of seven (7) hours per day.

Section 4: Full time employees in the following job titles:

- 1. Sr. County Park Ranger
- 2. County Park Ranger
- 3. County Park Ranger Trainee
- 4. Concession Worker
- Food Service Worker/ Luncheonette Worker
- 6. Reservations Clerk Typist
- 7. Telephone Operator

- 8. Horticulturist
- 9. Recreation Leader
- 10. Recreation Leader Trainee
- 11. Recreation Supv. Trainee
- 12. Sr. Park Interpreter
- 13. Park Interpreter
- 14. Park Interpreter Trainee

shall be compensated for overtime hours worked on the sixth (6th) and seventh (7th) day of the work week or in excess of eight (8) hours per day, excluding lunch break, at the rate of time and one-half (1 1/2).



OVERTIME

Permanent part-time employees in job titles as listed in this section shall be compensated for overtime hours worked at the rate of time and one-half (1 1/2) for hours worked in excess of eight (8) hours per day.

Section 5: It is understood that full-time employees in the following job titles:

- 1. Sr. Park Interpreter
- 2. Park Interpreter

at the time of union ratification of this agreement may elect to continue to be compensated for overtime hours worked on the sixth (6th) or seventh (7th) day of the work week or in excess of eight (8) hours per day, excluding lunch break, as compensatory time off (CTO) at a straight time rate. No full time employees as listed in this section shall be allowed to carry more than eighty (80) hours of accrued (CTO) overtime into the new year. Any (CTO) overtime in excess of this amount shall be automatically eliminated on January 1st of the new year. The work week for full-time employees in job titles in this section and on the payroll as of November 15th, 1976, shall be considered Monday through Friday.

Section 6: It is understood that employees shall be required to work reasonable amounts of overtime when the necessity arises. Every effort shall be made by each supervisor to have overtime distributed fairly and equitably within each work unit among all employees qualified to perform said work.

Overtime assignments will be made by rotating seniority lists for qualified employees in each work unit. An overtime refusal will be treated as overtime hours worked for purposes of equal distribution of overtime.



ARTICLE IX CALL IN PAY

Section 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 their regular hourly rate. In addition, employees shall be entitled to payment at the rate of time and one-half for hours actually worked in excess of two (2) hours.

Section 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 this Agreement shall apply.

ARTICLE X APPROVED PAID HOLIDAYS

Section 1: The paid holidays entitled per year for employees include the following days:

1.	New	Year's	Day

2. Lincoln's Birthday

3. Washington's Birthday

4. Good Friday

5. Memorial Day

6. Independence Day

7. Labor Day

8. Columbus Day

9. Election Day

10. Veteran's Day

11. Thanksgiving Day

12. Christmas

Section 2: If an employee's regularly scheduled day off falls on any of the above mentioned days, he/she will receive an additional day's pay at straight time during that pay period and shall not be entitled to an additional day off.

Section 3: If an employee works any of the above listed days, he/she shall be entitled to pay at time and one-half plus the regular day's pay. These employees will not be entitled to another day off.

Section 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.

ARTICLE XI LEAVES OF ABSENCE

Section 1: Leave of Absence with Pay--Moumouth County recognizes military leave, educational leave, and jury leave, according to state statutes and New Jersey Department of Civil Service Rules. Appropriate approval must be granted for such leave to be granted.

Section 2: Leave of Absence Without Pay--Leaves of absence without pay may be granted for an initial period of six months and a period not to exceed one year. Appropriate approval must be obtained to be granted such leave. Approval shall be an Administrative decision of the Secretary-Director of the Board of Recreation Commissioners and will be determined on whether or not granting of such leave will be in the best interest of the Board of Recreation Commissioners.

Section 3: Vacation Leave--

- A. Vacation shall be carned according to the following schedule:
- 1. One working day for each month worked during the first calendar year of employment.
- 2. Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service.
- 3. Fifteen (15) working days per year after five (5) years and up to and including twelve (12) years of service.
- 4. Twenty (20) working days per year after twelve (12) years and up and including twenty (20) years of service.
- 5. Twenty-five (25) working days per year after twenty (20) years of service.
- B. Those employed between January 1st through June 30th, during the first calendar year of employment will be credited for that year of service in determining vacation leave. Those employed after June 30th will not have that year of service included in determining vacation leave.
- C. Vacation time shall be used within the year that it is earned; no vacation time shall be carried over into the next year. Special consideration for carrying earned vacation time into the next year will be considered on an individual basis. In no event will more than one (1) years earned vacation time be brought forward into a new year.

- D. 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 insofar as effective staffing requirements permit. Vacation requests consisting of five (5) or more consecutive days shall be made to the employees supervisor no later than April 1st of each year. No more than two (2) weeks of continuous vacation 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.
- E. Part-time permanent employees will be eligible for vacation leave on a pro-rated basis, based on the hours worked each month. For example: If a part-time employee worked full time for a particular month in the first calendar year of employment, he or she will be entitled to one day vacation for that month. If the employee did not work at all in a particular month, he or she would not be entitled to any vacation credit for that month.
- F. Employees must work a minimum of six (6) months to be eligible for vacation time off.
- G. In determining the monthly computation for days earned, those employees hired between the first and the fifteenth of the month will be credited for vacation leave purposes. Any employee hired after the fifteenth of the month will not receive credit for that particular month.
- II. Upon termination employees will be credited on a pro-rated basis for the calendar year by the actual time worked during that year. In determining the monthly computation an employee must terminate after the fifteenth of the month to be credited with service for that month.

Section 4: Sick Leave--

- A. All employees covered by this Agreement and cligible for sick leave with pay shall be entitled to the use of sick leave as governed by New Jersey Civil Service Rules and as provided herein:
 - 1. One (1) day per month for the first (1st) calendar year of service.
 - 2. One and one quarter (1 1/4) days per month for each month thereafter.
- B. Sick leave shall be accumulative from year to year; however, only carned and unused sick leave may be used by an employee.



- C. Part-time permanent employees will be eligible for sick leave on a pro-rated basis, based on the hours worked each month. For example: If a part-time employee worked full-time for a particular month in the first calendar year of employment, he or she will be entitled to one (1) day sick leave for that month. If the employee did not work at all in a particular month, he or she would not be entitled to any sick leave credit for that month.
- D. In determining the monthly computation for days earned, those employees hired between the first and fifteenth of the month will be credited for sick leave purposes. Any employee hired after the fifteenth of the month will not receive credit for that particular month.
- E. 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 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.
- F. Reporting of absence on sick leave as per Civil Service Rule 4:1-17.17
 - 1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time:
 - a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action;
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation under Section 16.14 (resignation resulting from unauthorized absence) of this Chapter.
- G. Verification of sick leave as per Civil Service Rule 4:1-17.18
 - 1. An employee who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:
 - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six months;

- b. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- 2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 3. In case of death in the immediate family, reasonable proof shall be required.
- 4. The employer may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
- H. Accumulation of sick leave credits as per Civil Service Rule 4:1-17.21 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.
- I. Absence without leave as per Civil Service Rule 4:1-17, 23
 - 1. Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.
 - 2. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.
- J. 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.
- K. All sick leave is subject to approval by the Secretary-Director or his designee and, where appropriate, to approval by Civil Service. Such approval will not be unreasonably withheld.

Section 5: Personal Days--

- A. All permanent and provisional full-time employees are entitled to three (3) personal days leave per year with pay.
- B. Request for personal days shall be made in writing and approved in advance of the requested date or dates from the employee's immediate Supervisor.
- C. Application for personal days shall be made at least five (5) working days in advance unless in case of emergency.
- D. Personal days must be used within the calendar year and shall not be cumulative from year to year.
- E. 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.
- F. All requests for use of personal days shall be submitted on the required application.
- G. All personal days are subject to approval by the Secretary-Director or his designee, and shall not be unreasonably withheld.

Section 6: Maternity Leave--Permanent full-time and part-time female employees who have completed their working test period may request that earned and accumulated sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of confinement.

Section 7: Jury Duty--An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Any payment received for jury duty must be returned to the Employer less allowance for travel and meal expense.

Section 8: Union Business--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

ARTICLE XII BENEFITS

Section 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.

Section 2: Health Benefits--All permanent and provisional full-time employees are eligible for Basic and Major Medical Benefits on a group basis. Coverage is provided by the Hospital Service Plan (Blue Cross), the Medical - Surgical Plan (Blue Shield), and the Rider J Plan of New Jersey under the 750 Plan.

Major Medical is provided by the Prudential Insurance Company of America.

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Employees become eligible at the beginning of the enrollment period as determined by the Insurance Company. Optional enrollment for dependents is provided to all employees. This premium is paid by the Employee.

Section 3: Supplemental Payments for Accumulated Sick Leave-All permanent employees who are enrolled in a recognized public retirement system are entitled to a lump sum payment as supplemental compensation up to 50% (percent) of all earned and unused sick leave upon retirement up to \$12,000.

Section 4: Workmen's Compensation—All employees who sustain on the job injuries are covered by workmen's compensation insurance provided by the Employer through a private carrier. The premium is paid by the Employer. Each claim will be reviewed and appropriate action will be taken according to workmen's compensation insurance and existing workmen's compensation laws.

Section 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 of work and requires

ARTICLE XII CONTINUED BENEFITS

regular treatment by a physician. Payment will be 66 2/3% (per cent) 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 will be according to prescribed sick leave regulations.

Section 6: Pension--All classified employees who are of permanent status are required to enroll in the Public Employee Retirement System. This plan provides for:

- A. Retirement allowance based on 1/60th of the average salary of the highest three (3) years of service multiplied by the number of years of service.
- B. Non-contributory life insurance.
- C. Contributory life insurance
- D. Supplemental variable annuity plan.
- E. Plan for borrowing from the pension fund.

Section 7: Prescription Drug and Medication Plan shall be extended to employees covered by this agreement when granted to other County Employees under the direct control of the Board of Chosen Freeholders.

Section 8: Tuition Refunds shall be provided to employees who successfully complete course work as approved in advance by the Secretary-Director or his Designee.

BULLETIN BOARDS, WASHROOMS, AND SHOWERS

Section 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-Direct of the Board of Recreation Commissioners. Such approval shall not be unreasonably withheld

Section 2. The employer shall provide washrooms and showers in work areas for employee use where practicable. Newly constructed or renovated employee work areas shall contain washrooms and where required, shower facilities.

ARTICLE XIV DISCRIMINATION & COERCION

Section 1. There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The union or any of its members or agents shall not intimidate or coerce employees into membership.

Section 2. The employer and the Union agree 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.

ARTICLE XV. DUES CHECK OFF

Section 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.

Section 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.

Section 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.

Section 4. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Local 417 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.

Section 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 Unions 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

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance 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.

Section 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 & PROMOTIONS

Section 1. A job opening, vacancy, and notices of examination shall be posted on an appropriate bulletin board for a period of five (5) working days.

Section 2. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job.

Section 3. If there are two (2) or more employees with relatively equal skill and ability to perform the work, at the discretion of the administration, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible and return the other employee to the lower rated job and the original salary rate prior to the promotion.

ARTICLE XVIII PROBATIONARY EMPLOYEES

- Section 1. New provisional employees will be regarded as probationary for the first one hundred (100) days, [but not less than seventy (70) working days] during which time the employer can reprimand or discharge without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period.
- Section 2. Newly promoted provisional employees will be regarded as probationary for the first one hundred (100) days, but not less than seventy (70) working days in the new position; the employer can return the employee to the lower rated position and original salary rate prior to promotion without being challenged by the Union. Reasons for failing a probationary period shall be enumerated and furnished to the employee.
- Section 3. New provisional employees in Trainee Positions will be regarded as probationary employees for the first six (6) months of employment.
- Section 4. The formal Civil Service probationary period shall be waived upon permanent appointment from Civil Service Certification for those employees in Section 1, 2, and 3 above, who have successfully passed said probationary period.
- Section 5. Newly appointed or promoted permanent employees (those appointed directly from the appropriate Civil Service List) will be provided with the mandatory three (3) month probationary period.

ARTICLE XIX TRANSFERS (FQUAL WORK FOR EQUAL PAY)

Section 1. An employee 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 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.

Section 2. If any employee is temporarily transferred to a different job title with a lower ra of pay within the unit covered by this Agreement, he shall continue to receive his own basic hourly rate.

A temporary transfer 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.

ARTICLE XX DISCIPLINE AND DISCHARGE

Section 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.

Section 2: In the event that a discharged employee feels that he 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 seven (7) working days from the time of discharge. Said grievance shall be initiated at the fourth (4th) step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge shall be deemed to be absolute unless such time period is extended by mutual agreement of both parties.

Section 3: In cases of discipline the normal grievance process shall apply.

ARTICLE XXI LAYOFF AND RECALL

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 Civil Service Regulations.

NO STRIKE NO LOCKOUT

Section 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 operation.

Section 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 members, officer, representatives and employees, either individually or collectively from participating in any unauthorized strike, work stoppage, slowdown or other aforementioned activity.

Section 3: The Employer shall have the right to discipline or discharge any employee encouraging or causing a strike, slowdown, or other such interference.

Section 4: In consideration of the foregoing, the Employer agrees not to

lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE XXIII JOINT SAFETY COMMITTEE

The employer agrees to establish a Joint Safety Committee on or before March 1st, 1977.

Said Joint Safety Committee will not be in conflict with any article contained in this agreement.

ARTICLE XXIV EMPLOYEE PROTECTION

Section 1: The Board of Recreation Commissioners shall provide insurance for any assault on a Park Employee or his/her person while acting properly in the discharge of his/her duties within the scope of his/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.

Employee in connection with the incident by Law Enforcement and Judicial Authority.

Section 3: Park Employees shall report cases of assualt suffered by them in connection with their employment to their immediate supervisor on the Employee Accident Form within twenty-four (24) hours after the occurrence.

Section 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.

Section 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 employee for all legitimate legal expenses incurred. Such employee cannot obligate the Commission without its consent.

ARTICLE XXIV CONTINUED EMPLOYEE PROTECTION

Employees such protection as now exists under Insurance Coverages referred to as Personal Injury Liability including false arrest, detention, imprisonment, malicious prosecution, liable, slander, defamation or violation of right or privacy, wrongful entry, or eviction or other invasion of right of occupancy to the extent and definitions contained within the insurance policy applicable thereto.

Section 7: Whenever an employee is absent as a result of personal injury, caused by an assault arising out and in the course of his/her employment, he/she shall be paid in accordance with the provisions set forth in the workmen's compensation insurance policy.

ARTICLE XXV PAST PRACTICE

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

If the New Jersey State Legislature passes a law permitting the Public Employee Agency Shop, it is agreed that this agreement will automatically be reopened only for negotiations on Union Security.

ARTICLE XXVII WAGES AND SALARIES

Section 1: All professional employees covered by this agreement and employed by the employer as of the date of union ratification of this agreement shall receive salary increases for the years 1976 and 1977 as follows:

- A. Professional employees employed by the employer on or before July 6th, 1976, shall receive an annual salary increase of seven hundred dollars (\$700) retroactive to July 3rd, 1976.
- B. Professional employees employed by the employer after July 6th, 1976, shall receive an annual salary increase of seven hundred dollars (\$700) retroactive to their date of employment.
- C. Professional employees employed by the employer and on the payroll as of the date of union ratification of this agreement or hired through February 29th, 1977, shall be eligible for an annual salary increase of four hundred dollars (\$400) to be effective from April 9th, 1977.
- D. All professional employees employed by the employer and on the payroll as of March 1st, 1977, or hired through August 31st, 1977, shall be eligible for an annual salary increase of four hondred dollars (\$400) to be effective from October 8th, 1977.

Section 2: All other employees covered by this agreement and employed by the employer as of the date of union ratification of this agreement shall receive a salary increase for the years 1976 and 1977 as follows:

- A. Other employees employed by the employer on or before July 6th, 1976, shall receive an annual salary increase of five hundred dollars (\$500), retroactive to July 3rd, 1976.
- B. Other employees employed by the employer after July 6th, 1976, shall receive an annual salary increase of five hundred dollars (\$500), retroactive to their date of employment.

WAGES AND SALARIES

- C. Other employees employed by the employer and on the payroll as of the date of union ratification of this agreement or hired through February 28th, 1977, shall be eligible for an annual salary increase of three hundred dollars (\$300) to be effective from April 9th, 1977.
- D. Other employees employed by the employer and on the payroll as of March 1st, 1977, or hired through August 31st, 1977, shall be eligible for an annual salary increase of three hundred dollars (\$300) to be effective from October 8th, 1977.

Section 3: It is understood that this Article represents the total salary increases for 1976 and 1977.

Section 4: It is understood that any employee covered by this agreement whose services are terminated prior to the date of union ratification of this agreement shall not be entitled to any of the above salary adjustments.

Section 5: 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 also 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 XXVII CONTINUED WAGES AND SALARIES

Section 6: The following employees assigned to the Auto Shop and Construction Crew shall receive pay increases as listed for professional employees in Section 1 of the Article:

AUTO SHOP

- 1. John Caddock Senior Mechanic
- 2. John Megill Sr. Co. Park Ranger-Mechanic
- 3. Mike McCann Sr. Co. Park Ranger- Mechanic
- 4. Eric Brocklebank Sr. Co. Park Ranger-Mechanic
- 5. Frank Wayland Mechanic

CONSTRUCTION CREW

- 6. Robert Caddock Carpenter
- 7. Dave Dellett Carpenter
- 8. Carl Halpin Carpenter
- 9. William Preston Carpenter
- 10. Doug Benziger Carpenter
- 11. Robert Brannah-Senior County Park Ranger-Electrician
- 12. Mark Rich County Park Ranger
- 13. Carter Thornton County Park Ranger

Section 7: Position titles and accompanying salary ranges for the year 1977 are as indicated in Appendix B.

ARTICLE XXVIII DURATION OF AGREEMENT

Section 1: This Agreement shall remain in full force and effect until midnight December 31, 1977 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 lifteen (15) days.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives, this day of 1976.

Robert J. Collins, Clerk Board of Chosen Freeholders November 16, 1976 ATTEST: James J. Trunger, Secretary-Director Board of Recreation Commissioners November 15, 1976 ATTEST:

ATTEST:

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Ray Kramer, Director Board of Chosen Freeholders

Vista T. Considerate Chair

Victor E. Grossinger, Chairman Board of Recreation Commissioners

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFFILIATED WITH THE AMERICAN . FEDERATION OF LABOR, CONGRESS OF INDUSTRIAL ORGANIZATIONS

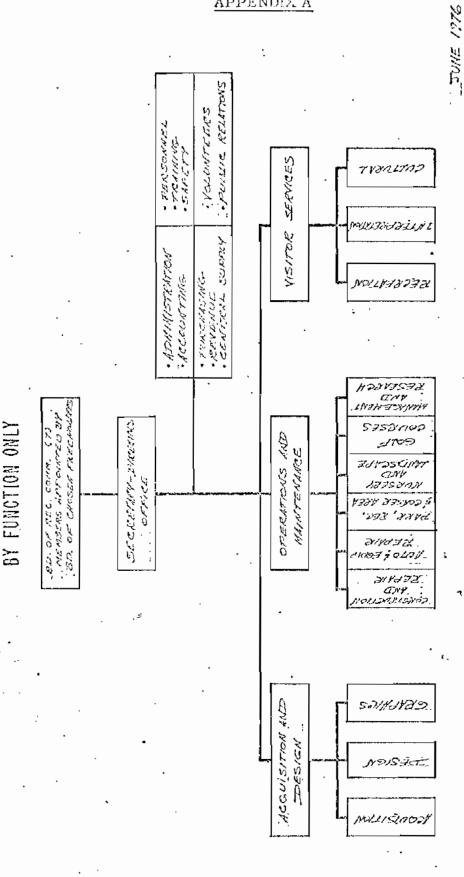
Julian Leibner, International Representative

INTERNATIONAL UNION OF ELECTRICAL RADIO & MACHINE WORKERS, LOCAL 417 IUE., AFL-CIO

Stanley White, President, Local 417' December 3, 1976

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MONHOUTH COUNTY PARK SYSTEM ORGANIZATIONAL CHART



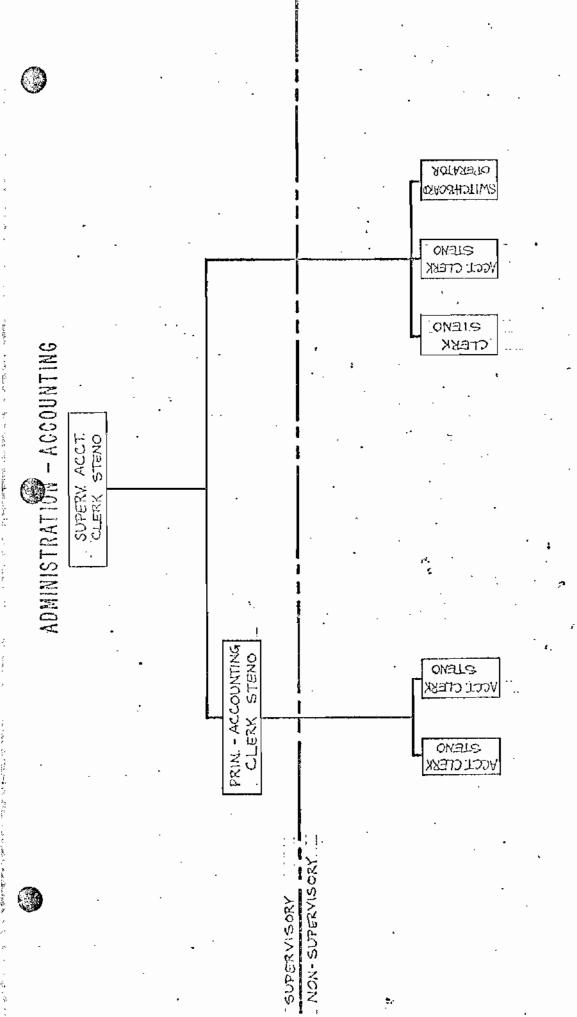
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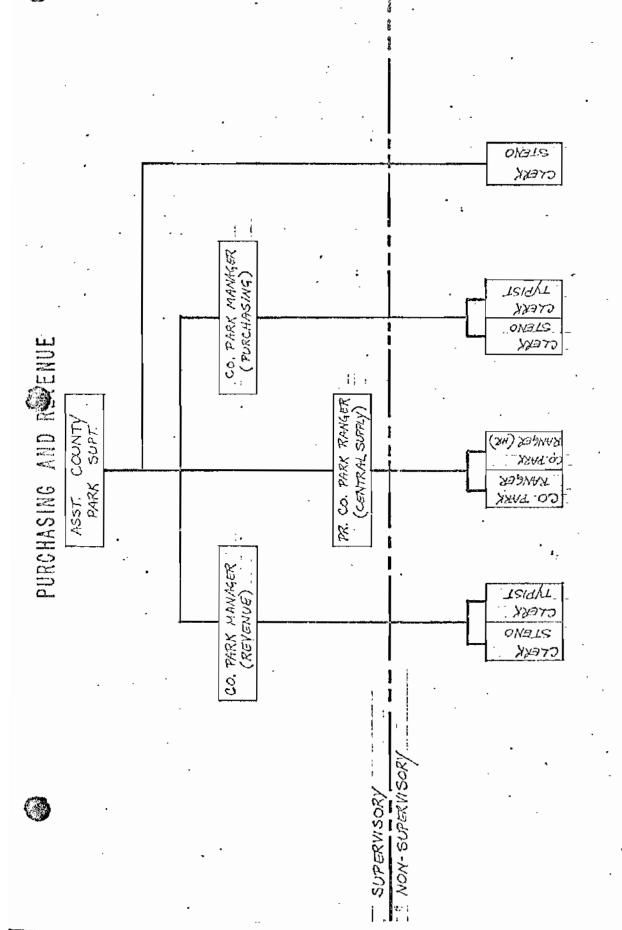
PERSONNEL, TRAINING, AND SAFETY

ASST. COUNTY PARK SUPT.

CO. PHRK MANNGER (PERSONNEL)

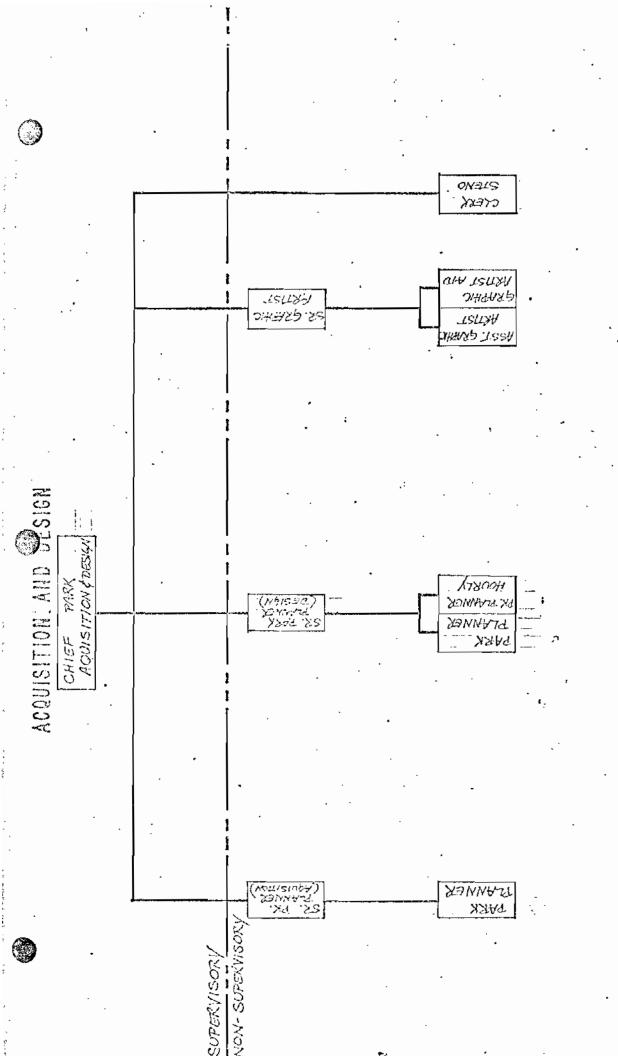
CO. PARK MANAGER (SAFETY & TRAINING

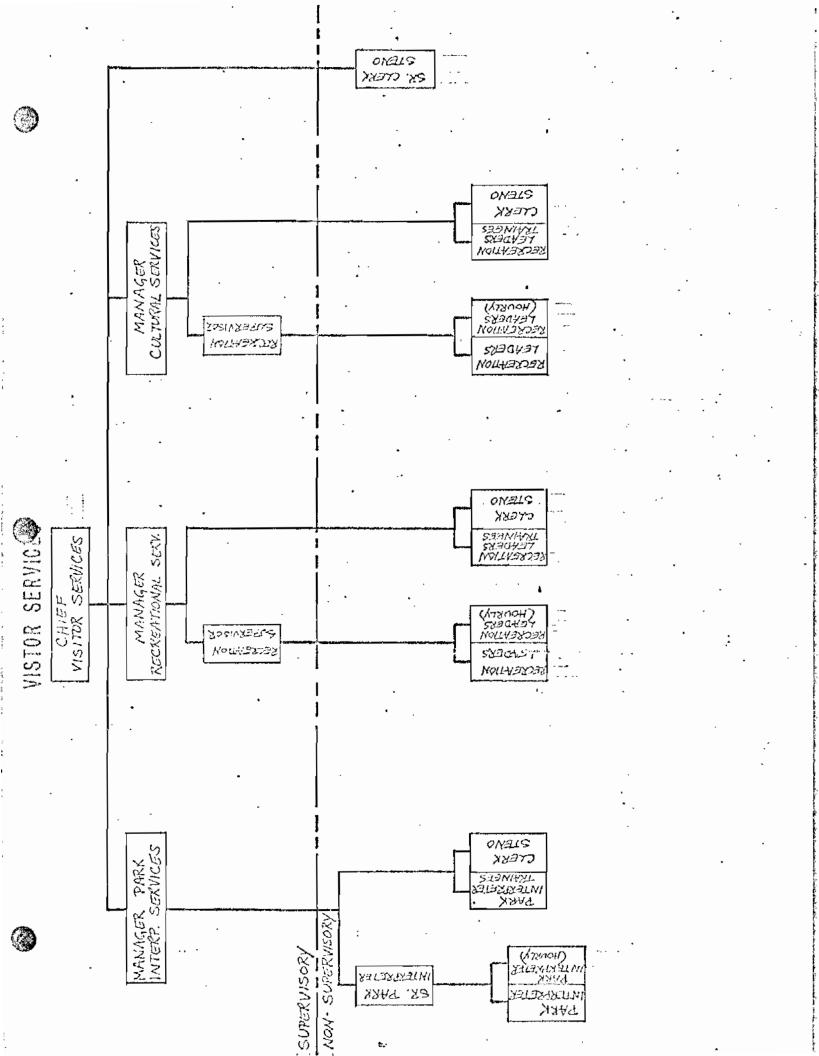
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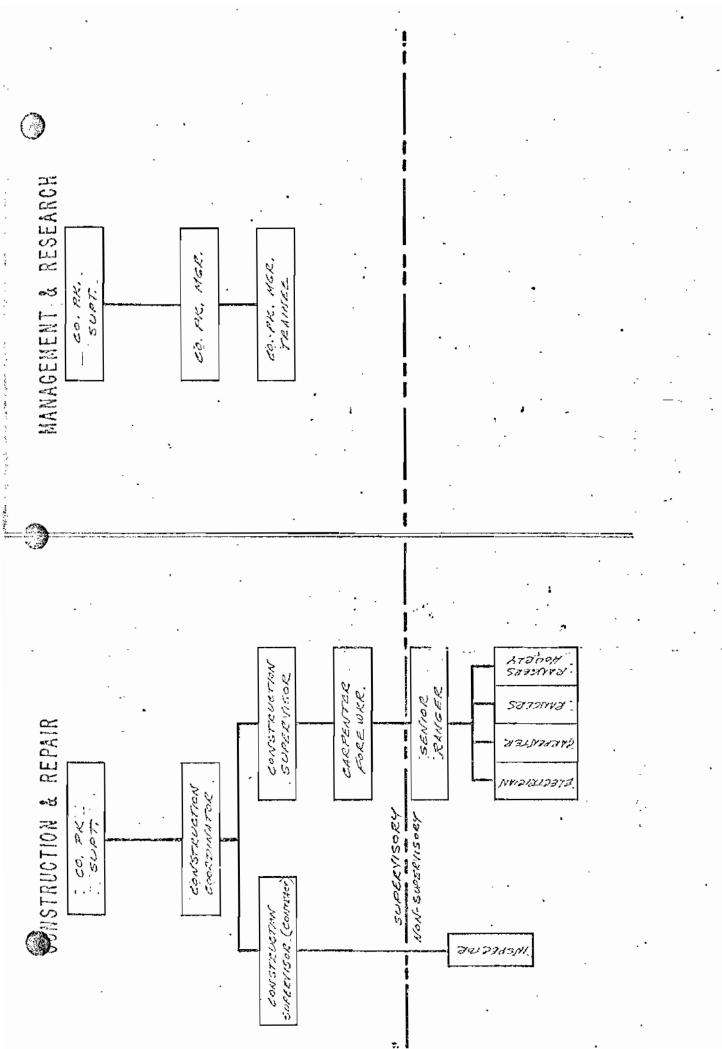


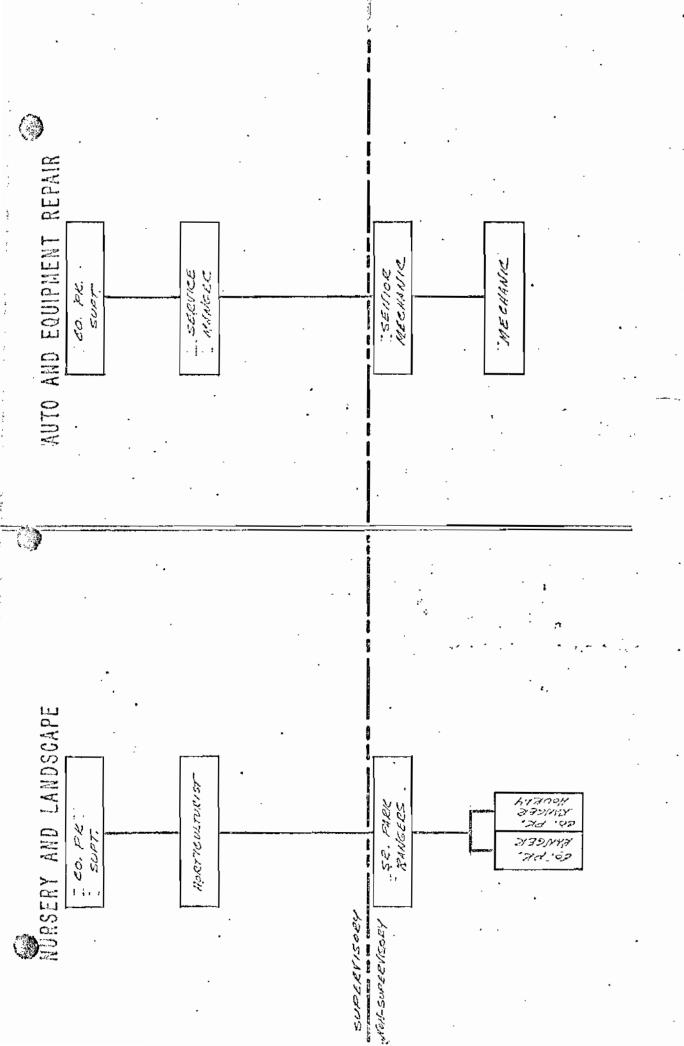
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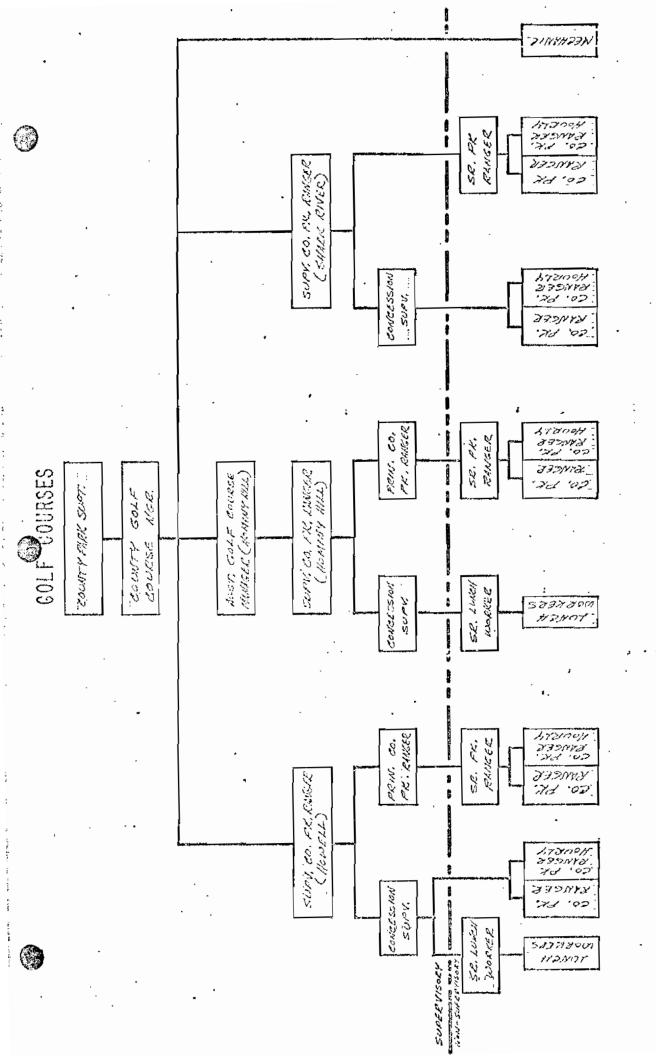
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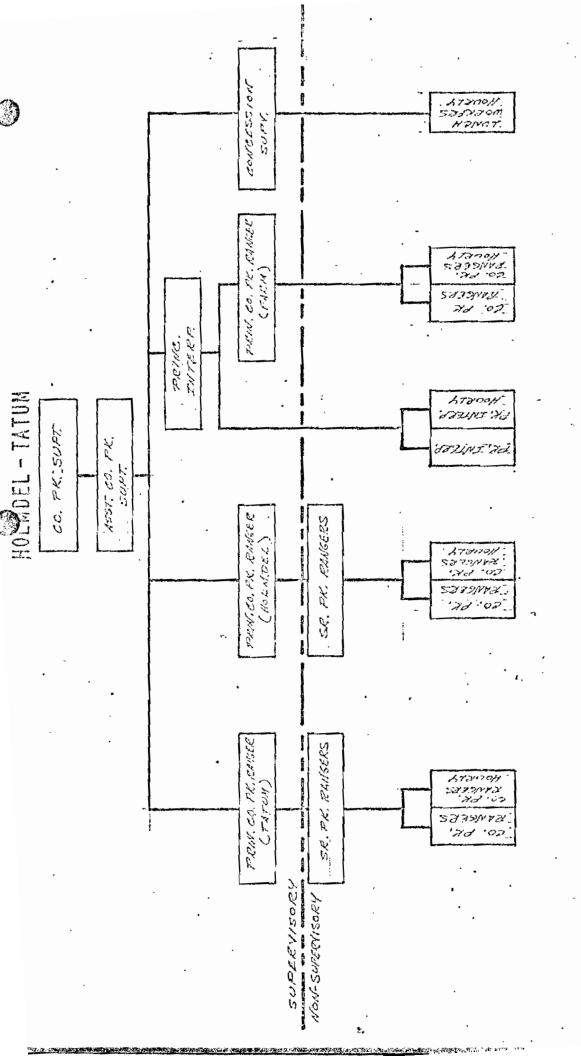




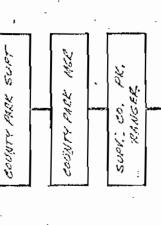




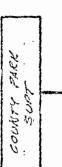


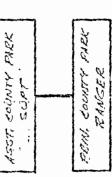


SHARK RIVER PARK



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COUNTY PARK
ANNAGER
PARK RANGER

SENIOR PARK RAWGER

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THOMPSON, BAYSHOLM, PORAND & EAST FREEHOLD

COUNTY SUPT	RANGER	(THOMPSON)	PRIM. COUNTY PARK RANGER		SR. PARK RANGER	Co. PK. Co. PK. RANGER (ROURLY)
SUPT. SUPT. PARK SUPT.	SUPV. C.	(BAYSHOM, DURAND, E. FREEHOLD)		SUPERVISORY NON- SUPERVISORY	SR. HRK RANGER	CO, PK. CO, PK. RANGER CHONEY