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AGREEMENT

BETWEEN

Monmouth County  
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

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This AGREEMENT, made on this 3rd day of November 1980, by and between THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS referred to as the "Employer" and THE INTERNATIONAL UNION OF ELECTRICAL RADIO & MACHINE WORKERS, LOCAL #417, IUE, AFL-CIO, hereinafter, referred to as the "Union", represents the complete and final understanding between the Employer and the Union.

ARTICLE I  
PREAMBLE

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

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: The Union and the Employer agree that supervisory personnel shall not be permitted to perform the work of the Unit except under the following circumstances:

1. Emergencies
2. When regular employees are not available.
3. To instruct and train employees.
4. When relieving regular employees for lunch or relief breaks.
5. When starting and testing new equipment or processes.
6. To perform the necessary work when qualified personnel are not available.
7. Both parties recognize that Maintenance and Operations of Golf Courses is unique. Therefore, supervisors and management personnel shall perform the work of the unit if and when necessary.
8. Due to the nature of the work, a supervisory or management employee may at any time perform work that is normally performed by the employees, either to check the accuracy of results previously obtained, or to speed up the obtaining of results in order to prevent any undue delays.
9. It is understood that the ranger position responsible for the supervision of the 1890 Historic Farm Operation at Holmdel Park shall be permitted to perform the work of the unit without any restrictions whatsoever.

ARTICLE II CONTINUED  
RECOGNITION

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

1. Temporary Employees
2. Provisional Part-Time Employees
3. Seasonal Employees
4. Supervisory Employees
5. Managerial Executives
6. Confidential Employees as follows:
  - a. Secretary to the Director of County Parks & Recreation
  - b. Secretary to the County Park Superintendent
  - c. Secretary to the Assistant County Park Superintendent-Personnel

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 status 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  
Two (2) Stewards Representing - Professional & Technical Employees  
One (1) Steward Representing - Clerical Employees  
One (1) Steward Representing - Each Park Administrative Area

Section 4: The Union Negotiation Committee shall consist of Seven Park System Employees as follows:

The Executive Board Member at Large  
The Chief Steward  
One (1) Steward Representing - Craft Employees  
One (1) Steward Representing - Clerical Employees  
Two (2) Stewards Representing - Professional & Technical Employees  
One (1) Steward Representing - Park Administrative Area

Section 5: The Union Grievance Committee shall consist of:

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

In the absence of the steward from the appropriate work area involved, the Chief Steward shall handle the grievance. In the absence of the Chief Steward, the Executive Board Member at Large shall act in his behalf. If neither the Chief Steward nor the Executive Board Member at Large are available, the President of Local #417 may appoint a Steward to temporarily perform the duties. The Secretary Director of the Monmouth County Park System shall be notified of this appointment.

ARTICLE V CONTINUED  
UNION STEWARDS AND UNION REPRESENTATION

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. When it becomes necessary for employees or stewards to interrupt or leave their work to handle a grievance, in accordance with the grievance procedure established in this agreement, such representatives shall notify their supervisor and or Department Head. They shall return to work as promptly as possible and shall immediately notify their supervisor and or Department Head of their return.

If it is impossible for a union representative or employee to be relieved of his/her duty upon request; the necessary employees shall be excused at the earliest possible time agreeable to all parties concerned.

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.

Section 8: The Chief Steward, the Executive Board Member at Large and various Stewards may meet once a month on the last Friday of each month for two (2) hours commencing at 2:00 PM to discuss Union Matters relating to the prevention of or early settlement of grievances.

Section 9: It is agreed that Union Stewards shall not be re-assigned to a new Administrative Area except when his/her assigned area does not require Steward Representation.

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 the 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(s) 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:

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 the presentation of the written grievance. The Chief Steward shall indicate his acceptance or rejection of the decision and place his signature on the form provided. 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 designee 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--Grievances 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 agree 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 arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Employer, 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 the Agreement.

Section 8: Saturdays, Sundays and Holidays as identified in the 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 with 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

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 required 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 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 for all salaried full time park system employees, unless otherwise noted.

Section 4: 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) hours in a work week or eighty (80) hours in the pay period if such an absence or absences has caused the need for the overtime worked for that individual.

A holiday (or holidays), a personal day (or personal days), a vacation day (or vacation days) used by an employee is counted in determining whether the employee has worked over forty (40) hours in a work week or eighty (80) hours in a pay period.

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 ( $\frac{1}{2}$ ) 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.



ARTICLE VIII  
OVERTIME

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

- |  |  |
|--|--|
| 1. Senior Park Planner                   | 19. Graphic Artist   |
| 2. Park Planner                          | 20. Assistant Graphic Artist   |
| 3. Park Planner Trainee                  | 21. Graphic Artist Aide  |
| 4. Senior Carpenter                      | 22. Senior Draftsman   |
| 5. Carpenter                             | 23. Draftsman  |
| 6. Senior Electrician                    | 24. Senior Clerk Stenographer  |
| 7. Electrician                           | 25. Clerk Stenographer   |
| 8. Plumber/Steamfitter                   | 26. Senior Clerk Typist  |
| 9. Plumber                               | 27. Clerk Typist   |
| 10. Maintenance Repairer                 | 28. Sr. Account Clerk Stenographer   |
| 11. Maintenance Repairer/Plumber         | 29. Account Clerk Stenographer   |
| 12. Maintenance Repairer/Carpenter       | 30. Senior Account Clerk Typist  |
| 13. Maintenance Repairer/Electrician     | 31. Account Clerk Typist   |
| 14. Maintenance Repairer/Mason-Plasterer | 32. Senior County Park Ranger<br>(Assigned to Special Maintenance<br>or Golf Course Maintenance) |
| 15. Maintenance Repairer/Painter         |  |
| 16. Senior Mechanic                      |  |
| 17. Mechanic                             | 33. County Park Ranger (Assigned to<br>Special Maintenance or Golf<br>Course Maintenance)        |
| 18. Senior Graphic Artist                |  |

shall be compensated for overtime hours worked over eighty (80) hours in a pay period or in excess of eight (8) hours per day, excluding lunch break, at the rate of time and one-half (1½). 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 listed in this section shall be compensated for overtime hours worked at the rate of time and one-half (1½) for hours worked in excess of eight (8) hours per day.

Section 2: It is understood that full-time employees in the following job titles:

1. Senior Park Naturalist
2. Park Naturalist

at the time of Union Ratification of the 1977 agreement may elect to continue to be compensated for overtime hours worked over eighty (80) hours in a pay period 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 employee 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.

ARTICLE VIII CONTINUED  
OVERTIME

Section 3: Effective June 30, 1979, it is understood that full-time employees in the following job titles, subject to the seven day work week:

1. Senior County Park Ranger (Assigned seven day Ranger functions)
2. County Park Ranger (Assigned seven day Ranger functions)
3. County Park Ranger Trainee (Assigned seven day Ranger functions)
4. Senior Clerk Steno. (Assigned to Reservation duties)
5. Clerk Steno. (Assigned to Reservation duties)
6. Senior Clerk Typist (Assigned to Reservation duties)
7. Clerk Typist (Assigned to Reservation duties)
8. Senior Park Naturalist (Hired after January 1, 1977)
9. Park Naturalist (Hired after January 1, 1977)
10. Senior Retail Sales Clerk
11. Retail Sales Clerk
12. Senior Telephone Operator
13. Telephone Operator
14. Recreation Supervisor Trainee
15. Recreation Leader
16. Recreation Leader Trainee

shall be compensated for overtime hours worked over eighty (80) hours in a pay period or in excess of eight (8) hours per day, or for hours worked when called in on a regularly scheduled day off.

By mutual agreement of the Supervisor and the Employee, the Employee may elect to take compensatory time off at straight time in lieu of time-and-one-half in pay, provided that no more than forty (40) hours are accrued during any six month period.

Compensatory time earned from January 1, through June 30, shall be taken prior to July 1. Compensatory time earned from July 1, through December 31, shall be taken prior to January 1, of the following year. Compensatory time earned in the first six month period will be decreased to zero after July 1. Compensatory time earned during the second six month period will be decreased to zero, effective January 1, of the following year. Special consideration for carrying compensatory time into the next six month period will be given on an individual basis subject to

ARTICLE VIII CONTINUED  
OVERTIME

the approval of the employees Department Head. (It is understood that compensatory time earned on June 30, will be impossible to be taken prior to July 1, and consideration will be given for such compensatory time earned to be carried over. (The same shall apply to time earned towards the end of the second six month period.)

Since the above represents a change in overtime for those individuals and since it necessitates a scheduling change, the following shall be provided effective June 30, 1979:

- A. Schedules shall be posted at least two (2) weeks in advance;
- B. Employees shall not be scheduled to work more than two (2) consecutive weekends unless compensated at the time and one half rate for the third weekend as overtime.
- C. Management will make every attempt to change the assignment of shifts scheduled as far in advance as possible but in no case shall less than twenty-four (24) hours (calendar hours) notice be given;
- D. Overtime will be called from a roster of employees utilizing seniority in the park assigned. If no one is available for overtime after Management has called each individual on the roster, overtime may be mandatory on a reverse seniority basis.
- E. In order to adhere to the above change in schedule, stand-by schedules shall be maintained to be utilized for call in purposes for overtime.

Said stand-by schedules shall be posted for weekends and holidays at least two (2) weeks in advance. Employees shall be notified no later than 9:00 AM of the day they are on stand-by if they are called to duty from said stand-by schedule on a Saturday, Sunday or Holiday. In order to effect this 9:00 AM deadline, it is understood that employees unable to report to work when scheduled for work on a Saturday, Sunday, or Holiday, shall notify their supervisor no later than 8:00 AM for all shifts beginning after 8:00 AM. For shifts beginning at 8:00 AM or earlier, the normal procedure shall be followed for notifying supervisors of not being able to report to work.

Any employee affected by this action (Article VIII, Section 3)

ARTICLE VIII CONTINUED  
OVERTIME

who is called in for duty on a Saturday, Sunday or Holiday, shall be guaranteed a minimum of four (4) hours at a time-and-one-half rate.

It is further agreed that effective January 1, 1981, said stand-by shall be waived on an experimental basis for a period of six (6) months.

During that period, both management and labor will jointly review the stand-by provision in good faith to determine if the waiving of stand-by for the duration of the contract is appropriate.

Section 4:

It is understood that employees other than those covered by Article VIII, Section 3, 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 equitable within each work unit among all employees qualified to perform said work.

Overtime assignments will be made from seniority lists for qualified employees in each work unit.

If an employee refuses an overtime position assignment, Management may schedule other eligible employees to perform the required work as provided for in Article VIII, Section 3, Subpart D.

In the event said employees refuse to perform the required work, Management shall be free to have the work performed by anyone of Management's choosing.

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 the 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         | 8. Labor Day         |
| 2. Martin Luther King Day | 9. Columbus Day      |
| 3. Lincoln's Birthday     | 10. Election Day     |
| 4. Washington's Birthday  | 11. Veteran's Day    |
| 5. Good Friday            | 12. Thanksgiving Day |
| 6. Memorial Day           | 13. Christmas        |
| 7. Independence Day       |                      |

Section 2: If an employee's regularly scheduled day off falls on any of the above mentioned days, he/she shall receive his/her regular Holiday pay for that day at straight time in addition to compensation for his/her actual days worked and shall not be entitled to an additional day off.

Section 3: If an employee works any of the above listed day, 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--Monmouth 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 earned 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 ten (10) years of service.
  4. Twenty (20) working days per year after ten (10) years and up to 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.

ARTICLE XI CONTINUED  
LEAVES OF ABSENCE

- 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 the 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.
- H. 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 eligible 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 $\frac{1}{4}$ ) days per month for each month thereafter.
- B. Sick leave shall be accumulative from year to year; however, only earned and unused sick leave may be used by an employee.



ARTICLE XI CONTINUED  
LEAVES OF ABSENCE

- 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 day of the month will be credited for sick leave purposes. Any employee hired after the fifteenth day 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, and in those situations provided for in Article VIII, Section 3:
    - 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 on 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 is necessary for a period of six months;

ARTICLE XI CONTINUED  
LEAVES OF ABSENCE

- 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 actions.
- 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 leave 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 days 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.
- L. Effective January 1, 1981, employees who do not use any sick leave for the period of January 1 through June 30, will be provided with one (1) additional days pay in the second pay period of July at the employees current rate of pay. For those employees who do not use any sick leave for the period July 1 through December 31, one additional days pay will be provided in the second pay period of January, at the employees current rate of pay. It is understood that employees must be employed for the entire six (6) month period to be eligible for said payment.

ARTICLE XI CONTINUED  
LEAVES OF ABSENCE

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 expenses.

Section 8: Union Business--

A. The Chief Steward shall be allowed up to five (5) days leave with pay within a calendar year to attend to Union Business, including conventions, but excluding negotiations and grievance meetings. Said days shall not be carried over to the following year if unused. A leave of absence for the Chief Steward without pay for Union Business shall be considered under Section 2 of this article.

B. A cumulative total of eleven (11) steward days shall be allowed for Union Business for all other union stewards and the Executive Board Member at Large. The President of Local #417 shall request attendance in advance subject to the approval of the Secretary-Director of the Nonmouth County Park System.

ARTICLE XI CONTINUED  
LEAVES OF ABSENCE

Section 9: Bereavement Days--

- A. All permanent and provisional full-time employees are entitled to use up to and including three (3) bereavement days leave per year with pay.
- B. Bereavement days shall be permitted only when death occurs in the employee's immediate family; defined as:
  - 1. Spouse
  - 2. Children
  - 3. Parents (parental in-laws)
  - 4. Brother
  - 5. Sister
  - 6. Grandparents of employee or spouse
  - 7. Grandchildren
  - 8. More distant relatives if living as member of the employee's immediate household.
- C. The employee's immediate supervisor must be notified when the employee is absent for bereavement reasons.
  - 1. Notification must be given to the absence or within ten minutes of ones regularly scheduled report to work time.
  - 2. Notification must also indicate the length of time the employee will be absent.
- D. Management may if deemed necessary request evidence indicating the employee's relationship to the deceased.
- E. Bereavement days must be used within the calendar year and shall not be cumulative from year to year.

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.

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 Employer.

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 \$12,000.00.

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 who illness or disability incurs a loss of time of work and require

ARTICLE VII 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: Union administered dental plan.

A. Effective January 1, 1981, the employer shall provide to the Union the annual sum of \$250.00 per employee affected by this agreement provided that said employees have successfully completed their initial probationary period. Said payment shall be made in equal monthly installments at the end of each month as payment for a union sponsored dental plan for the years 1981-1982.

B. It is understood that the \$250.00 sum as mentioned in paragraph A above is given by the employer in lieu of salary increases which would have been provided to employees in the unit had they not opted for this benefit.

C. It is understood that the employer is in no way providing this benefit to said employees, and the union shall have the sole responsibility to provide said benefit to these employees. The employer shall have the right to periodically review the plan to ascertain whether the employees are receiving said benefits.

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.

ARTICLE XIII  
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-Director 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 employce 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 Union 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 circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

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  
OUT OF TITLE 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 of 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 an employee is temporarily assigned to functions of a different title with a lower rate of pay within the unit covered by this Agreement, he shall continue to receive his own basic hourly rate.

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

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 the 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 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.

ARTICLE XXII  
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 operations.

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 similiar 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, officers, 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 the Agreement.



ARTICLE XXIII  
JOINT SAFETY COMMITTEE

A Joint Safety Committee shall continue in effect throughout the duration of this agreement.

ARTICLE XXIV  
EMPLOYEE PROTECTION

Section 1: The Board of Recreation Commissioners shall provide insurance for any assault of 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.

Section 2: The Commission shall render all reasonable assistance to the Park Employee in connection with the incident by Law Enforcement and Judicial Authority.

Section 3: Park Employees shall report cases of assault 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.

Section 6: The Board of Recreation Commissioners shall extend to the Board's Employees such protection as now exists under Insurance Coverages referred to as Personal Injury Liability including false arrest, detention, imprisonment, malicious prosecution, liable

ARTICLE XXIV CONTINUED  
EMPLOYEE PROTECTION

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 employce is absent as a result of personal injury, caused by an assault arising 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

Section 1: Effective January 1, 1981, all present employees included in the bargaining unit who are not dues paying members of the International Union of Electrical, Radio & Machine Workers, Local #417, IUE-AFL-CIO shall be assessed 85% of the monthly dues deduction paid by union members in accordance with the provisions of Article XV, provided they have completed their initial probationary period.

Section 2: New employees shall be assessed the 85% dues deduction beginning their first pay period after completion of the initial probationary period in accordance with the provisions of Article XVIII, Section 1.

ARTICLE XXVII  
WAGES AND SALARIES

Section 1: Employees covered by this agreement and employed by the employer shall receive salary adjustments as indicated below for the years 1981 and 1982 as eligible.

For the year 1981, the first adjustment listed below shall be effective January 1, 1981, for those individuals employed by the employer prior to the ratification date of November 3, 1980. Those individuals employed after November 3, 1980, but prior to May 14, 1981, shall be eligible to receive the second adjustment, payable effective the first pay period of July,

For the year 1982, the first adjustment shall be effective January 1, 1982 for those individuals employed by the employer prior to November 3, 1981. Those individuals employed after November 3, 1981, but prior to May 14, 1982 shall be eligible to receive the second adjustment payable effective the first pay period in July,

INCREASES IN ANNUAL SALARY EFFECTIVE:

<u>NOVEMBER 3, 1980</u> <u>SALARY</u>	<u>1/1/81</u>	<u>1/1/82</u>	<u>1/1/82</u>	<u>1/1/82</u>
\$11,999 or less	800	800	850	850
\$12,000-\$12,999	850	850	900	900
\$13,000-\$14,999	900	900	1,000	1,000
\$15,000 +	925	925	1,050	1,050

ARTICLE XXVII CONTINUED  
WAGES AND SALARIES

Section 2: It is understood that this article represents the total salary increases for 1981 and 1982.

Section 3: It is understood that any employee covered by this Agreement whose services are terminated prior to the date of ratification of this Agreement shall not be entitled to any of the above adjustments.

Section 4: 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.

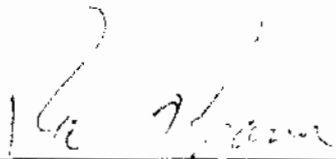
It is also understood that the reasonableness of the items used as a basis for evaluation as agreed to by the employee and his/her supervisor are subject to the grievance procedure.

ARTICLE XXVIII  
DURATION OF AGREEMENT

Section 1: This Agreement shall remain in full force and effect until midnight December 31, 1982 and shall thereafter be continued in full force and effect from year to year unless notice of termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice a conference will be arranged for within fifteen (15) days.

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

COUNTY OF MONMOUTH

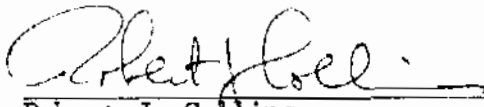
  
Ray Kramer, Director  
Board of Chosen Freeholders

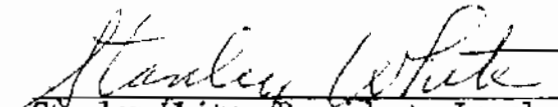
INTERNATIONAL UNION OF ELECTRICAL  
RADIO AND MACHINE WORKERS,  
AFFILIATED WITH THE AMERICAN  
FEDERATION OF LABOR, CONGRESS OF  
INDUSTRIAL ORGANIZATIONS

  
Arnold Bernardini, Inter. Representative

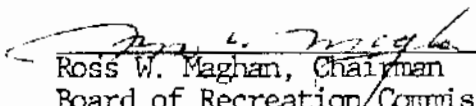
ATTEST

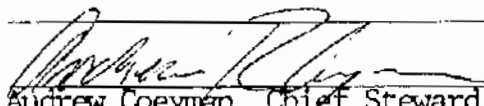
INTERNATIONAL UNION OF ELECTRICAL  
RADIO & MACHINE WORKERS, LOCAL #417  
IUE., AFL-CIO

  
Robert J. Collins,  
County Administrator  
Board of Chosen Freeholders

  
Stanley White, President, Local #417


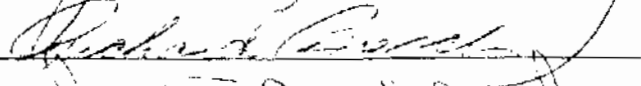
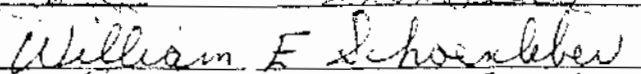

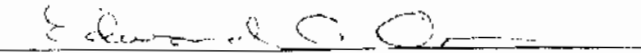
ATTEST

  
Ross W. Maghan, Chairman  
Board of Recreation Commissioners

  
Andrew Coeyman, Chief Steward

ATTEST

  
James J. Truncer  
Secretary Director  
Board of Recreation Commissioners



R E S O L U T I O N

R-80-11-17-503

WHEREAS, the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders have recognized the International Union of Electrical, Radio, and Machine Workers, Local 417, IUF, AFL-CIO, as the exclusive bargaining agent for professional, clerical, crafts, rangers, and other non-supervisory personnel of the Monmouth County Board of Recreation Commissioners; and

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

WHEREAS, the Secretary-Director of the Board of Recreation Commissioners and the County Administrator of the Board of Chosen Freeholders has recommended that the Memorandum of Understanding, as ratified by the IUE, on November 3, 1980, be accepted and approved for rates of pay, hours of work, and conditions of employment, for the Years 1981 and 1982; and

WHEREAS, the Monmouth County Board of Chosen Freeholders did, at their Regular Meeting of November 6, 1980, adopt Resolution #80-615, authorizing a contract with the IUE as per the Memorandum of Understanding dated November 3, 1980

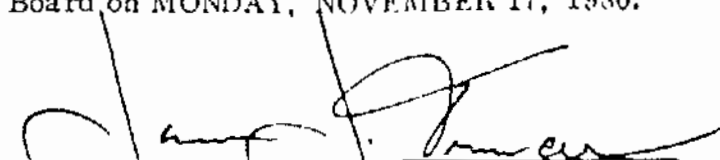
NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation Commissioners of the County of Monmouth, that the Chairman and Secretary-Director of the Board be, and they are hereby authorized to execute and deliver an Agreement based upon said Memorandum of Understanding of November 3, 1980, between the International Union of Electrical, Radio, and Machine Workers, Local 417, IUE, AFL-CIO, for rates of pay, hours of work, and conditions of employment for the Years 1981 and 1982, on behalf of the Board of Recreation Commissioners; and

BE IT FURTHER RESOLVED that the Secretary-Director forward a certified true copy of this resolution to Arnold Bernardini, Negotiator; Roger J. Kane, Clerk of the Board of Chosen Freeholders; Robert J. Collins, County Administrator; and Theodore J. Narozanick, County Director of Finance.

Seconded by Commissioner Morgan, and adopted on roll call by the following vote:

In the affirmative:	Chairman Maghan, Commissioners Morgan, Vaccaro, MacDonald, O'Shaughnessy, and Feldman
In the negative:	None
Absent:	Robert Marks, Vice Chairman

I hereby certify the above to be the true resolution adopted by the Board of Recreation Commissioners at the Regular Meeting of the Board on MONDAY, NOVEMBER 17, 1980.



James J. Torrey, Secretary-Director