

2-0381

COLLECTIVE BARGAINING AGREEMENT

between

BERGEN COUNTY PARK COMMISSION

and

LOCAL 29, RWDSU, AFL-CIO
(Park Commission, Blue Collar Unit)

for the term

X JANUARY 1, 1983 to DECEMBER 31, 1984

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THIS AGREEMENT made this day of , 1983, between
The Board of Chosen Freeholders of the County of Bergen (operating as
Bergen County Park Commission), hereinafter referred to as the
Employer, and Local 29 RWDSU,, AFL-CIO hereinafter referred to as the
Union; the Employer and the Union in exchange for the mutual promises
covenants and undertakings contained in this Agreement agree as follows:

ARTICLE 1. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive
representative for collective negotiations respecting terms and
conditions of employment for all full-time [forty (40) hours per week
and part-time, [at least twenty (20) but less than forty (40) hours per
week] blue collar employees employed by the Employer but excluding
therefrom, all other employees including seasonal workers, hereinafter
defined, per diem employees, as hereinafter defined, craft workers,
confidential employees, managerial executives, police, professionals
and supervisors within the meaning of the New Jersey Employer -
Employee Relations Act. Attached hereto on Appendix "A" is a list of
all titles covered by this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 1. The term of this Agreement shall be from
January 1, 1983 through December 31, 1984.

ARTICLE 3. COLLECTIVE NEGOTIATING PROCEDURE

Section 1. Collective negotiations with respect to rate of
pay, hours of work and other conditions of employment shall be conducted
by the duly authorized negotiating agent of each of the parties.

Section 2. Collective negotiations for the contract period
beginning January 1, 1985, shall commence on or about September 15,

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except as otherwise provided herein, nothing contained
in this Agreement shall abrogate the inherent managerial rights of a

Public Employer or, prevent the Employer from carrying out the duties and responsibilities conferred upon the Employer by the laws of the State of New Jersey in the most efficient and economical manner nor, except as otherwise provided herein, shall this Agreement be construed as preventing the Employer from carrying out the customary functions of an employer, INCLUDING BUT NOT LIMITED TO, the following rights: to hire, promote, discipline, suspend or fire, to direct the work force and schedule hours of work; to plan, control and direct operations of the employer; to discontinue operations or reorganize operations and in connection therewith, to reduce the number of employees, introduce new methods, equipment or procedures whether or not the number of employees is reduced and to introduce work rules which are not inconsistent with the terms of this Agreement.

Sec. 2. The exercise of the Employer's rights are subject to both the laws of the State of New Jersey and the provisions of this Agreement

ARTICLE 5. NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union will discriminate against employees because of race, color, creed, national origin, age, sex and shall not discriminate against, interfere with or coerce employees regarding membership or non membership in the Union.

ARTICLE 6, RATES OF PAY

Section 1. Every job title covered by this Agreement has a pay grade as set forth in Appendix "A". If the Employer introduces a new job title then the pay grade shall be negotiated with the Union. Every pay grade has a minimum annual rate of pay and maximum annual rate of pay for 2,080 hours of work, as set forth in Appendix "B". No employee shall be paid at less than the minimum annual rate nor more than the maximum annual rate except those employees whose 1982 annual rates of pay were designated by the letters "A" through "H" shall be exempt from this limitation and shall receive the increases to their annual rates of pay set forth hereinbelow.

Section 2. The hourly rates of pay shall be determined by dividing the annual rates of pay 2,080.

Section 3. Employees shall be paid for their regularly scheduled work by check, issued one time in every fourteen (14) day period.

Section 4. Effective January 1, 1983 employees whose annual rates of pay were designated by the letters "A" through "H" shall have a 9.20% increase to their annual rates of pay. The names of such employees are set forth in Appendix "C". Effective January 1, 1984, the annual rates of pay for such employees shall be increased by \$1,450.00.

Section 5. Effective January 1, 1983, all employees except those described in Sections 4 or 6 shall have a 12.68% increase to their annual rates of pay. Effective January 1, 1984, all employees except those described in Sections 4 or 6 shall have their annual rates of pay increased by \$1,450.00.

Section 6. Those employees who have less than six (6) months of employment with the Bergen County Park Commission shall not receive an increase to their annual rates of pay on January 1 but shall

anniversary date of hire. They shall receive a \$1,450.00 increase on January 1, 1984.

Section 7. Effective January 1, 1984, the pay grade for the job title Park Guard and Park Attendant shall be changed from 7 to 10 and the pay grade for the job title Senior Park Guard shall be changed from 8 to 11. Also effective January 1, 1984, all employees with the titles Park Guard and Park Attendant or Senior Park Guard, who were employed on the date of this Agreement shall have their annual rates of pay increased by \$400.00. This increase is in addition to the increase provided by Section 5.

Section 8. Effective January 1, 1984, all employees with the titles, Assistant Park Naturalist, Park Naturalist, Animal Keeper, Senior Animal Keeper and Animal Keeper Foreman, who were employed on the date of this Agreement shall have their annual rates of pay increased by \$200.00. This increase is in addition to the increase provided by Section 5.

Section 9. Effective January 1, 1984, all employees with the titles

Maintenance Repairer, General Foremen	Horticulturalist
Heavy Equipment Operator	Horticulturalist Foremen
Equipment Operator	Assistant Horticulturalist
General Maintenance and Construction	Tree Foremen
Trades Foremen	Electrician
Maintenance-Repairer-Electrician or	Sign Designer
Carpenter, etc.	Sr. Sign Designer
Mechanic	Greenskeeper Foremen
Mechanical Foremen	Assistant Greenskeeper Foremen
Sr. Mechanic	Mason
Sr. Maintenance-Repairer (all)	
Carpenter	
Plumber	
Welder, Welder-Foremen	
Sr. Greenskeeper	
Park Arboriculturist	

who were employed on the date of this Agreement shall have their annual rates of pay increased by \$200.00. This increase is in addition to the increase provided by Section 5.

ARTICLE 7, SHIFT DIFFERENTIAL

Section 1. Employees whose regular hours of work begin at 4:30 shall be paid a shift differential of thirty (30) cents per hour worked. Employees whose regular hours of work begin at 12:00 A. M., shall be a shift differential of thirty-five (35) cents per hour worked. If employees who are paid a shift differential work overtime, then the overtime pay shall be computed upon the hourly rate of pay and the shift differential shall not be included in such a computation.

Section 2. Park Attendants
Park Guards and Senior Park Guards whose regular hours of work begin after 3:30 P. M. shall be paid a shift differential of thirty (30) cents per hour worked.

ARTICLE 8, LONGEVITY PAY

Section 1. Employees who have completed consecutive unbroken years of full time employment as set forth below shall receive longevity pay as set forth below.

<u>NUMBER OF YEARS</u>	<u>1983</u>	<u>1984</u>
After completion of six (6) years of employment	\$100.00	\$200.00
After completion of nine (9) years of employment	\$200.00	\$400.00
After completion of fourteen (14) years of employment	\$400.00	\$800.00
After completion of nineteen (19) years of employment	\$600.00	\$1,000.00

Section 2. Employees who are regularly scheduled to work at least 1,040 hours a year but less than 2,080 hours a year for the consecutive unbroken years set forth in Section 1 shall receive fifty (50%) of the longevity pay provided in Section 1.

Section 3. Employees who are regularly scheduled to work less than 1,040 hours a year, per diem employees and seasonal employees shall not receive longevity pay.

Section 4. Longevity pay shall be paid in equal installments in each pay check.

ARTICLE 9, JOB DESCRIPTIONS

Section 1. The parties have agreed upon the job descriptions for each of the titles set forth on Appendix "A" and the job descriptions have been initialed by representatives of the parties and the descriptions are incorporated by reference into this Agreement.

ARTICLE 10, PROMOTIONS

Section 1. If there is a vacant position at a park or facility, then the Employer will select the most senior qualified employee at that park or facility to fill the position. It is the Employer's policy to fill such positions from within the Employer's work force. If there is no qualified employee at a particular park or facility, then notice of the vacant position shall be posted at all of the parks and facilities. If there is no interested or qualified employee within the park system, then the position shall be filled from outside the work force.

Section 2. The Employer reserves the right to decide whether or not to fill vacancies.

ARTICLE 11, RATES OF PAY UPON PROMOTION

Section 1. Employees who are promoted to a job title with a higher pay grade shall have their annual rates of pay increased to the greater of either (1) - the minimum rate of pay for the higher pay grade or (2) - their annual rates of pay prior to promotion plus seven and one half (7 1/2%) percent.

ARTICLE 12, TEMPORARY WORK ASSIGNMENTS

Section 1. Employees who are expressly assigned for a temporary period by the Employer to assume a new job role which has a higher salary range than their regular job role, shall be compensated for the assumption of the new job title in the following manner:

Effective on the fifth (5th) day of the performance of the new job and then retroactive to the first (1st) day, such employees will receive the greater of either the minimum rate of pay for the new job role or the employee's existing rate of pay plus an additional five (5%) percent. The Employer may not interchange the specific employees temporarily performing the higher job role for the purpose of avoiding payment under this Section.

The Employer reserves the right to utilize supervisory personnel to fill temporary vacancies.

If employees work in the new higher job role for a period in excess of four (4) consecutive months, they shall be forthwith appointed by the Employer to the said new higher job and shall be paid accordingly.

ARTICLE 13, PROBATIONARY PERIOD

Section 1. Employees on the date of this Agreement with less than ninety (90) seniority days, will be probationary employees until they have completed ninety (90) days employment.

Section 2. Employees hired after the date of this Agreement will be probationary employees until they have completed ninety (90) days of employment.

Section 3. The Employer reserves the right to discharge, suspend or otherwise discipline probationary employees and they shall have no contractual right to grieve concerning any term or condition of employment nor shall they have any seniority during the probationary period.

ARTICLE 14, EMPLOYEE DEFINITIONS

Section 1.

a. Full time employees are hereby defined as employees regularly scheduled to work forty (40) hours in a single work week on an annual basis.

b. Part time employees are hereby defined as employees regularly scheduled to work at least twenty (20) hours but less than forty (40) hours in a single work week on an annual basis.

c. Permanent employees are employees who have successfully completed the probationary period.

d. Seasonal employees are hereby defined as employees hired for a fixed period of four (4) months or less, who may work up to forty (40) hours per week.

e. Per diem employees are hereby defined as employees who do not work more than nineteen (19) hours in a work week.

Section 2.

a. Full time employees shall receive full benefits provided by the Agreement.

b. Part time employees shall receive holidays, vacation leave, sick days, personal leave, funeral leave, terminal leave and longevity benefits by this Agreement in the same ratio as the number of hours per week, which they are regularly scheduled to work is to forty (40) hours.

c. Seasonal employees and per diem employees shall not receive holidays, vacation leave, sick leave, personal leave, funeral leave, terminal leave and longevity pay benefits or any health benefits.

Section 3. The Employer will not use seasonal or per diem employees or volunteers or community service personnel for the purpose of depriving full time employees or part time employees of their regular hours of work or reducing the permanent work force.

Section 4. The Employer may continue to use volunteer help on the same basis as volunteers were used as of the date of this Agreement.

ARTICLE 15, SENIORITY

Section 1. Seniority is hereby defined as the length of continuous employment of an employee at a particular park or facility operated by the Bergen County Park Commission as measured from the date of employment at the particular park or facility. The employee with the longest continuous service shall have the greatest seniority. The Employer will prepare a seniority list and transmit it to the Union within thirty (30) days of the execution of this Agreement, which list will set forth the names of all employees in the bargaining unit and their dates of hire. The Employer will prepare a revised seniority list and transmit it to the Union during the month of January of the term of this Agreement. In the event seniority cannot be determined as defined above, Commission-wide employment seniority shall be used next and then county-wide employment seniority.

Section 2. The parties will recognize seniority, as defined in Section 1, as a factor in the scheduling of job assignments, hours, working conditions, vacations, promotions and demotions, job openings and transfers. If layoffs are necessary then seniority shall be measured from the date of hire with the Bergen County Park Commission. Benefits based upon years of employment shall be measured from the date of hire with the Bergen County Park Commission.

Section 3. If employees have been involuntarily transferred for any reason from one park or work area to another, then the seniority of such employees shall not be changed and such seniority shall then be applied as if it were accrued while the employees were at the park to which they have been transferred.

ARTICLE 16, HOURS OF WORK

Section 1. The work week shall begin at 12:00 A. M. (midnight) on Monday and shall end on the next following Monday at 12:00 A. M. (midnight).

Section 2. The work day shall begin at 12:00 A. M. (midnight) and shall end on the next following day at 12:00 A. M. (midnight).

Section 3. Full time employees shall be regularly scheduled to work eight (8) hours on five (5) days for a total of forty (40) hours. Part-time permanent employees shall be regularly scheduled to work a total of twenty (20) hours a week.

Section 4. The work day for park maintenance, construction and engineering employees shall begin at 8:00 A. M. and end at 4:30 P.M. The starting time and ending time for all other employees may be adjusted pursuant to the past practices of the Employer.

Section 5. The Employer shall post a schedule of regular hours of work and days of work for each employee for each fourteen (14) day period. The schedule shall be posted at least thirty (30) days in advance of the work period. The schedule shall provide for two (2) consecutive days off for all employees except Park Guards and Park Attendants in each work week. Park Guards/^{and Park Attendants} shall receive two (2) days off in each week but the days off need not be consecutive.

Section 6. If the Employer wishes to change the schedule described in Section 5, then the Employer shall give the employee and the Union thirty (30) days notice before the change is made. The notice need not be given in emergency situations.

Section 7. For the first forty (40) hours of work in each work week employees shall be paid at straight time their hourly rate of pay.

Section 8. For hours of work in excess of forty (40) hours in a work week, which have been authorized by the Executive Director or his designee, employees shall be paid at one and one half (1 1/2) times the

hourly rate of pay. All such overtime hours must be entered on the weekly time sheets maintained by the Employer.

Section 9. Employees paid for the holidays recognized by this Agreement shall be deemed to have worked the hours for which they were paid.

Section 10. Employees paid for vacation leave, sick leave, personal leave or other paid leave shall be deemed to have worked the hours for which they were paid.

Section 11. Full time employees who are required to work eight (8) hours on a holiday shall at their option either be paid at the rate of time and one half (1 1/2) their hourly rate of pay for the hours worked or they shall receive twelve (12) hours compensatory time off. This compensation is in addition to the eight (8) hours pay provided for by Article 18 Section 1.

Section 12. Employees who chose to take time off instead of payment for holidays worked or other overtime hours shall be deemed to have earned compensatory time off (CTO). CTO may be accrued as provided in Article 17. CTO may be taken by the employee upon approval of the Executive Director. Unless employees chose CTO, they shall be paid at time and one half (1 1/2) for all hours over forty (40) hours per week.

Section 13. Employees who are called back to work on the same day after the end of their regular hours of work shall be paid the greater of either a minimum of four (4) hours at time and one half (1 1/2) the hourly rate of pay or the actual amount of hours worked at time and one half (1 1/2). This Section does not apply to employees required to continue working beyond the end of their regular work day.

Section 14. Employees who are called in to work either at a time prior to the regular starting time or on a day other than their regular scheduled work day shall be paid the greater of either a minimum of four (4) hours at time and one half (1 1/2) their hourly rate of pay or

the actual amount of hours worked at time and one half (1 1/2).

Section 15. If the Executive Director or his designee declares a snow emergency, then employees required to work overtime shall be given \$1.25 per hour of overtime work as a meal allowance.

Section 16. The Employer shall schedule an unpaid 30 minute "lunch break" for the employees at approximately the mid point of their work d.

Section 17. The Employer shall schedule two 15 minute paid rest periods during the work day.

Section 18. The Employer will allow a reasonable period for employees to wash up prior to the end of their work.

ARTICLE 17, ASSIGNING OF OVERTIME HOURS

Section 1. Overtime List: Overtime shall be assigned by the Executive Director or his designee on a rotating basis according to the appropriate job title for work to be performed. An overtime list within each park or facility shall be posted with employee's names arranged according to seniority in each title. Overtime shall first offered to the employee whose name first appears on the said list. If an employee has been offered overtime his name shall be placed at the bottom of the list. The next opportunity for overtime work shall be offered to the employee whose name next appears at the top of the list. The employees shall be obligated to work overtime as needed. The Employer may excuse employees from this obligation for good cause. The Employer will try to give the employees prior notice of the need for overtime work.

Section 2. Compensatory Time Off: Employees who work in excess of regular hours may elect to take CTO. CTO hours accrued by December 31 must be taken by the following March 31. If the extra hours are worked at straight time, CTO shall be taken at straight time. If the extra hours are in excess of forty hours, then employees may elect to take off one and one half times the hours worked. The scheduling of the hours off is subject to the approval of the Executive Director or his designee.

ARTICLE 18, HOLIDAYS

Section 1. The Employer recognizes the holidays set forth below and permanent full time and permanent part time employees shall be paid for such holidays whether or not they are scheduled to work on such holidays. Permanent full time employees shall be paid for eight (8) hours and permanent part time employees shall be paid for a part of the eight (8) hours in the same proportion that the number of their regularly scheduled hours of work in a week has to forty (40) hours.

The recognized holidays are: New Year's Day, Martin Luther King Lincoln's Birthday, Washington's Birthday, observed on the third Monday in February, Good Friday, Memorial Day, observed on the last Monday in May, Independence Day, Labor Day, Columbus Day, observed on the second Monday in October, Election Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

Section 2. Holidays which fall on a Sunday will be observed on the next Monday and if it falls on a Saturday, it will be observed on the preceding Friday.

Section 3. If a holiday falls during a vacation, then an additional vacation day shall be scheduled by the Employer.

Section 4. a. If a holiday falls during a period of paid absence (sick leave, terminal leave, jury duty leave, compensatory time off, vacation leave and funeral leave), then employees on such leave shall be paid for such holiday.

b. If a holiday falls during a period of unpaid leave of absence, employees will not be paid for the holiday.

c. The Executive Director for good cause, may disallow holiday pay for employees who do not work the day before or the day following a holiday.

d. Full time employees who work on a holiday shall be paid at the option of the employee, either: (1) payment at a rate of time and half (1 1/2) for all hours worked plus the pay provided in Section (2) the pay provided in Section 1 plus 1 and 1/2 hours off with pay for each hour worked on the holiday.

e. Seasonal and per. diem employees are not entitled to holidays or premium payment for work on holidays.

ARTICLE 19, VACATION LEAVE

Section 1. Vacation leave for full time employees shall be earned and accumulated in the following manner:

a. In the first year of employment one day per month during the first eleven (11) months, and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of month.

b. From the beginning of the second year to and including the completion of the fifth year, employees will receive one and one fourth (1 1/4) days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, one and two thirds (1 2/3) days per month (20 days per year).

Section 2. Part time employees shall earn vacation leave in proportion to the amount earned by full time employees. The number regularly scheduled hours of work a week divided by forty (40) hours.

Section 3. Seasonal employees and per diem employees shall not earn vacation leave.

Section 4. General:

a. When employees complete their first six months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1, of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed

under this policy must be earned back by the next pay period of the calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off or time deducted from the employee's pay.

b. If employees are terminated prior to repayment of advanced vacation leave, then the necessary salary adjustment will be made on the employee's final paycheck to recover the value of the advance.

c. Earned vacation leave for one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, employees will not be allowed to receive pay in place of taking earned vacation leave.

d. If employees resign with proper notice, or plan to retire, then employees may be paid for earned and unused vacation leave as of the effective date of termination. In no case may employees be paid for more than two (2) years of unused vacation leave.

e. If employees should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to their estate.

f. Employees while on vacation leave shall be paid the same amount that they would have earned working their regular hours.

g. Employees on leaves of absence without pay for more than two (2) weeks in any month shall not earn vacation leave during such months.

h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.

i. If a holiday, observed by the Employer occurs during the period of vacation leave, then the holiday shall not be charged against the employee's vacation leave and another vacation day shall be scheduled by the Employer.

ARTICLE 20, SICK LEAVE

Section 1. If employees are unable to report to work due to illness (or for any other reason), they shall give notice to the Executive Director or his designee. The Employer will provide a telephone number for the employees to call and give notice. Failure to give proper notification may result in disapproval of a request for sick leave and the absence may be considered as unscheduled absence without pay.

Section 2. The cause of the absence must be reported daily, unless the initial notification is adequate to explanation an absence of seven days. When the absence for sick leave is five (5) days or more, then a doctor's certificate must be submitted if the same is requested by the Executive Director. When an absence for sick leave is for less than five (5) days the Executive Director may conduct an inquiry into the sick leave request or to require the employee to be examined by a physician at the Employer's selection and cost.

Section 3. Sick leave must be earned before it can be used. Earned but unused sick leave shall accumulate to the employee's credit from year to year.

Section 4. Sick leave is earned and accumulated in the following manner:

(1) One working day for each full month of service from the date of hire until the end of the first calendar year of employment; thereafter fifteen (15) working days (1 1/4 days per month) for each calendar year. Employees who begin work after the fourth day of the month shall not earn sick leave for that month.

Section 5. Part time employees shall earn sick leave in proportion to the leave earned by a full time employee. The proportion shall be the same as the number of regularly scheduled hours worked in each pay period has to eighty (80) hours.

j. Vacations shall be scheduled by the Executive Director or his designee. All employees shall be scheduled for at least one seven (7) continuous day vacation during the period June 1 through August 31. If there is a conflict in schedules, then preference shall be given to the employee with greater seniority. All requests for vacation leave must be approved by the employee's supervisor. The Employer may require that vacations be scheduled in other than the summer months when the needs of the department require it.

k. Employees upon request, shall receive their salary covering the period of vacation prior to the commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one week vacation is to be taken and the employee has notified the Executive Director at least thirty (30) days prior to the commencement of the vacation.

Section 6. Seasonal or per diem employees are not eligible for sick leave.

Section 7. Sick leave may be granted for:

(1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position; or

(2) Serious illness of a member of the employee's immediate family or household (as defined in Article 23 Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be direct attendance for a period not to exceed three (3) working days; or

(3) If sick leave is exhausted, then employees may use accrued Compensatory Time Off or Vacation Leave to extend their authorized absence from work.

Section 8. Accumulated sick leave is forfeited upon separation from the Employer's service, except as provided for under "Terminal Leave, under Article 28 , hereinafter".

ARTICLE 21, INJURY LEAVE

Section 1. Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury, which occurred while performing duty and which are compensable under the Workers Compensation statutes or a policy of Workers Compensation insurance applicable to the said employee.

Section 2. Claims made in connection with injury leave are subject to the same rules and regulations as Workers Compensation insurance and payment shall not be made if the accident is proved to have been due to intoxication or willful misconduct by the employee. Employees absent from work due to an accident, illness or injury covered by Workers Compensation insurance who willfully fail to fulfill all of the conditions necessary to receive Workers Compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

Section 3. After all injury leave is used, employees may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, employees may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

Section 4. Use of Injury Leave: Employees absent from duty due to accident, illness or injury compensable under the Workers Compensation statutes or any policy of Workers Compensation insurance applicable to the said employees and who have completed three (3) months service with the Employer will be compensated by the Employer on a bi-weekly basis at the regular hourly rate of pay plus longevity pay for a period not in excess of ninety (90) working days for each new and separate injury. Payments shall be made in either of the following ways:

(1) Checks shall be issued by the Employer in the full amount of the employee's base salary. Employees who receive

injury to a new and separate injury or an aggravation of a former injury received while working for the Employer.

Section 7. Employees who suffer an injury while on duty, and who are absent for five (5) days or more, shall be required to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty. Additional reports shall be received from the physician every two (2) weeks thereafter, indicating the current status of the employee's health and the date of the employee's anticipated return to duty. In the absence of such certification, the employee shall be removed from injury leave.

compensation checks for temporary disability due to injury during the aforesaid ninety (90) day period shall then endorse such checks over the Employer. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Employer shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employee for income tax purposes and the W-2 or similar forms sent to the employees at the conclusion of each year shall not show such payments as income, or

(2) Checks shall be issued by the Employer in an amount equal to the difference between the employee's regular hourly rate of pay plus longevity and the amount of partial disability Workers Compensation insurance payment received by the employees during the aforesaid ninety (90) day period.

If eligibility for such payments is contested by the Employer, then eligibility will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Workers Compensation Act.

Section 5. Contested Injury: If the Employer is contesting eligibility for injury leave an absence from work may be changed to accrued sick leave. If the Workers Compensation Division determines in favor of the employee, ^{then} sick leave so charged shall be recredited to the employee's sick leave.

If eligibility is denied by the Workers Compensation Division then employees may utilize sick leave, if any, retroactive to the date of injury, and vacation leave, if any, to cover the absence from work.

Section 6. Medical Proofs: To limit its obligations for each new separate injury, the Employer may require employees to furnish medical proof or submit to medical examination by physician chosen by the Employer (at its expense) to determine whether an

ARTICLE 23, FUNERAL LEAVE

Section 1. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

ARTICLE 22, PERSONAL LEAVE

Section 1. Personal leave is hereby defined as an absence from the job for the purpose of conducting the employee's personal business

Section 2. Full time employees shall receive eight (8) hours of personal paid leave during each year. Part time employees shall receive four (4) hours of personal paid leave each year. Personal leave may not be accrued from year to year.

Section 3. The Executive Director of the Park Commission or a person designated by him shall be notified by employees in advance of their intention to use personal leave and except in emergencies, prior approval of the Executive Director or the designee must be obtained before personal leave may be taken.

LEAVE OF ABSENCE

Section 1. Leave Without Pay: Upon application, employees, for reasons satisfactory to the Employer, personal leave of absence without pay or services credited, absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Employer.

(1) A personal leave of absence or an excused absence may be granted for the purpose of seeking or accepting employment with any other employer.

(2) Personal leaves of absence are granted with the understanding that employees intend to return to work. If employees fail to return within five (5) working days after the expiration of the leave of absence, then the Employer may deem them to have resigned.

(3) Employees on leave without pay for more than two (2) months will not receive paid health benefits, holiday pay, or vacation. Employees on leave without pay for more than two (2) months will not receive paid health benefits, holiday pay, or vacation. Employees on leave without pay for more than two (2) months will not receive paid health benefits, holiday pay, or vacation.

Section 2. Maternity Leave: Upon request, female employees shall be granted permission to use accumulated sick leave for maternity leave. If an employee's sick leave is limited and upon request by the employee, the Employer shall approve a leave of absence without pay for a period of up to six (6) months. Upon the employee's request, the department head shall schedule an appointment with the registered nurse in the Medical Clinic.

Section 3. Military Duty Leave: Permanent employees shall be granted a leave of absence with pay for the first two (2) weeks if they are required to serve actively in any component of the Armed Forces of the United States or New Jersey. Thereafter, such leave

shall be without pay. Military Duty Leave may extend to three (3) months after release from required military service. Sufficient proof of active military duty must be presented to the Executive Director prior to the granting of such leave.

Section 4. Military Training Leave:

(1) Full time or part time employees either probationary or permanent, who are members of any component of the Armed Forces of the United States or New Jersey, and who are required to undergo Military Field Training for a period of up to two (2) weeks, upon request shall be granted leave of absence with pay to take part in such training. The employees must provide a certified copy of orders for military training to the Executive Director prior to the granting of leave for such training. Any military pay received by employees while on military training leave may be retained by them and shall be in addition to the regular hourly rate of pay plus longevity, which would have been paid by the Employer had such training not been ordered. Except for employees in Section (3) below, if military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which employees may be entitled.

(2) Full time or part time employees either provisional or unclassified who have been continuously employed by the Employer for least one full year, on the date such military training is to commence shall be granted a leave of absence with pay as provided in Section (1) above.

(3) Full time or part time employees either temporary, provisional or unclassified who have not been continuously employed for at least one (1) full year on the date military training is to commence, shall be granted a leave of absence without pay, unless they choose to utilize any accumulated vacation leave or compensatory time off, for the duration or any part of, the period of military field training.

Section 5. A leave of absence with pay of the regular hourly rate plus longevity will be granted to employees called for jury duty. Such leave will not be charged to vacation or sick leave. Fees received as a juror other than for meal or travel, shall be turned over to the Employer.

ARTICLE 25, ABSENCE FROM WORK

Section 1. **Unscheduled Absences:** If, employees are unable to report for duty, then they must notify the Executive Director or his designee as soon as possible, and before scheduled starting time. Employees absent from work without notification for five (5) consecutive working days will be considered to have resigned, "not in good standing".

Section 2. **Scheduled Absences:** If employees are on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, then the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

ARTICLE 26, LAYOFFS

Section 1. Layoffs shall be made in the following manner:
Per diem employees shall be laid off first, then seasonal employees
then part time permanent employees, then full time permanent
employees, in reverse order of seniority within the job title affected.

Section 2. Notices of any layoff shall be served upon the employees
to be affected and the Union at least forty five (45) days before
the effective date thereof.

Section 3. If employees are laid off for economy reasons and if
thereafter, the Employer decides to rehire, then the laid off
employees shall be given the first opportunity to be rehired if they
are qualified for the work.

ARTICLE 27, HEALTH BENEFITS

Section 1. Upon application, all full time and part time employees shall be enrolled in the New Jersey State Health Benefits Plan. Upon application of the employees, their spouses and eligible dependents, as defined by the Plan shall be covered by the Plan. The Employer shall pay the entire premium for such enrollment and coverage. The Employer reserves the right to substitute another insurance carrier and to provide equivalent or better benefits as provided by the New Jersey Health Benefits Plan.

Section 2. Upon application, all full time and part time employees shall be enrolled in the Dental Benefits Insurance Program sponsored by the New Jersey Dental Service Plan, Inc. The program commonly known as the "Delta Plan III-A" shall provide orthodontic coverage not to exceed eight hundred (\$800.00) dollars per case per patient on the following conditions:

(a) One half (1/2) the premium shall be paid by the Employer and one half (1/2) shall be paid by employees who chose to enroll in it being understood that no employee is obligated to enroll, participate in the program. The premiums shall be paid through payroll deductions from each pay check. The Employer reserves the right to substitute another insurance carrier and to provide equivalent or better benefits as provided by the New Jersey Dental Service Plan, Inc.

(b) The benefits provided by the Delta Plan and the rate schedule therefore, are incorporated herein by reference.

Section 3. Upon application, all full time and part time employees shall be enrolled in the Washington National Life Insurance or a company agreeable to both parties. Disability Benefits Plan. The Employer shall pay the entire premium for such enrollment and coverage. The Employer reserves the right to

substitute another insurance carrier and to provide equivalent or better benefits.

Section 4. Seasonal employees and per diem employees are not eligible for enrollment in any of the Health Benefit Plans mentioned in this Article and the Employer has no obligation to pay any premiums therefore.

ARTICLE 28, TERMINAL LEAVE PAYMENT

Section 1. Employees, upon retirement within the meaning of the statutes governing the New Jersey Public Employees Retirement System and the rules and regulations of the Public Employees Retirement Board or employees who terminate their service after reaching age 60 but are not covered by the Public Employee's Retirement System shall receive terminal leave lump sum payment in accordance with Option 1 or Option 2.

a. Option 1 - One half (1/2) of the earned and unused accumulated sick leave hours multiplied by the average hourly rate of pay plus longevity pay received during the twelve month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed Twelve Thousand (\$12,000.00) Dollars.

b. Option 2 - One (1) day of pay, the hourly rate of pay been computed as in Option 1 above for each full year of service.

Section 2. If employees die while employed, then the estates shall receive terminal leave lump sum payments, according to the option selected by the estate, provided they have been employed by the Employer for seven (7) consecutive years.

Section 3. Part time employees are eligible for this benefit.

ARTICLE 29, PENSION

The Employer shall continue in effect the pension plan offered to its employees during the term of this Agreement which is described in part as follows:

Section 1. Membership in the contributory pension plan is compulsory for and only offered to permanent employees who earn more than Three Hundred and no/100 (\$300.00) Dollars per year. The payment of any retirement death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the retiring member or beneficiary may qualify. Pension planning and advisory service are available in the Personnel Department of the County. Employees are encouraged to make use of this service early in their careers.

Section 2. Employees who are required to join the Retirement System receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (6) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate contribution for this additional life insurance is three quarters (3/4) of one (1.00%) percent of base salary.

Section 3. The total amount of life insurance payable to the employee's estate depends upon three (3) factors: annual salary, age and pension membership status at the time of death. If actively employed at the time of death, insurance coverage is one and one-half (1 1/2) times the employee's annual salary or three (3) times if the employee has

ARTICLE 30, PERSONNEL FILE

Section 1. A personnel file for each employee shall be maintained at the Park Commission office. No entries, notations, documents, etc which reflect on the employees' ability, performance, or character shall be placed in the file without first having been shown to the employee and giving employees the opportunity to place his or her initials there and to place a written statement in the file. Employees have the right to review their personnel files upon reasonable notification to the Executive Director or designee.

contributory Life Insurance Coverage in the final year of service. Upon retirement, Life Insurance Coverage is continued for the retiree without cost to him, but the total amount of coverage is reduced.

Section 4. The provisions of this Article shall not be construed to have constituted negotiations upon any pension statute or statutes of the State of New Jersey as prohibited by N.J.S.A. 34:13A-8.1.

ARTICLE 33, USE OF PERSONAL VEHICLE

Section 1. If the Executive Director or a designee authorizes employees to use personal motor vehicles for the business of the Employer, such as travel between Parks during the regular scheduled hours of work or during overtime work, then such employees shall be reimbursed at the rate of twenty cents (\$.20) per mile traveled.

Section 2. The Employer reserves the right to transport employees for the purposes set forth in Section 1 by an Employer owned vehicle in which case there shall be no reimbursement.

ARTICLE 32, TOOL ALLOWANCE

Section 1. The Employer at its own expense shall provide its employees with the tools necessary to perform work.

ARTICLE 34, SAFETY

Section 1. The Employer and the Union will cooperate to provide healthy and safe working conditions. The Union will participate with the Employer and the Employer's insurance carrier in the existing safety committee. The purpose of the committee is to review injuries and develop procedures designed to prevent future injuries and to generally make recommendations concerning prevention or elimination of unsafe conditions. The committee shall make recommendations to the Executive Director. The decisions of the Executive Director with respect to such recommendations are not arbitrable.

Section 2. If employees believe that the continued performance of their work creates an imminent and serious danger to their health, then the following procedure shall be followed:

(1) Employees shall communicate with their immediate supervisor and explain the condition and the reason why there is an imminent and serious danger. The supervisor of the employees shall thereupon, discuss and attempt to resolve the condition.

(2) If discussion fails to resolve the condition or disagreement, then the Executive Director or his designee shall be contacted to observe the condition and resolve the dispute. For example: If the safety of a motor vehicle or unit of equipment is an issue, then a mechanic employed by the Park Commission shall be called to the scene to inspect the same. The parties shall then take appropriate action based on the opinion of the mechanic. If the mechanic finds it to be unsafe, then it shall not be operated.

Section 3. If after the completion of the aforesaid procedure, employees or the Union are not satisfied that the safety dispute has properly been resolved, then a grievance may be taken. The grievance shall be heard by the Executive Director.

Section 4. The Employer will not take reprisals against employees w

ARTICLE 35, UNION SECURITY

Section 1. The Employer will notify the Union of the name, job title, hourly rate of pay and the hours of work of each employee hired after the execution of this Agreement. Such notice will be given no later than thirty (30) days after the date of hire.

Section 2. The Employer will provide the Union with the use of twenty-seven (27) bulletin boards, (30" x 30") for the purpose of facilitating communications concerning Union business between the Union and the employees it represents. Materials which are posted shall not contain any personal comment upon the Employer or representatives of the Employer.

Section 3. The Employer will deduct uniform Union membership dues from the earnings of those employees who file written authorizations for such deductions. Dues will be deducted in each pay period and transmitted to the Union not less than one time during each month.

Section 4. The Union will indemnify, defend and save the Employer harmless of any and all claims, demands, legal actions or other forms of liability that may arise out of or by reason of the action taken by the Employer in reliance upon the written authorizations for deduction of dues or deductions made in lieu of dues.

Section 5. The Employer will deduct from the pay of all employees covered by this Agreement who have not submitted written authorization for dues, deductions the maximum amount permitted by statute to be deducted from pay in lieu of membership dues. The amount shall be deducted in each pay period and transmitted to the Union not less than one time each month.

ARTICLE 36, GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is hereby defined as any dispute between the Employer and the Union or the Employer and an employee concerning either the application, interpretation or violation of the terms of this Agreement or the application, interpretation or violation of Employer rules, regulations or administrative decisions not included in the Agreement, which nevertheless, intimately and directly affect the work and welfare of the employees and otherwise qualify as negotiable terms and conditions of employment.

(1) A grievance relating to the position, wages or working conditions of an employee, including suspension, demotion, fine or discharge and other disciplinary actions shall be handled in the manner set forth below at all stages of the grievance procedure. No employee may be disciplined without just cause.

Section 2. Employee with a grievance should discuss the grievance with their immediate supervisors. If the employees or the Union is not satisfied with the result of the discussion, then the employees or the Union may file a written notice of grievance with the Executive Director.

Section 3. The Executive Director or a designee shall hold a grievance hearing and make a determination on the grievance within ten (10) days of the date it is received and shall advise the employees and the Union of the decision, in writing.

Section 4. If the decision of the Executive Director is not satisfactory to the Union, then the Union shall have the right to submit only such grievances as defined in Section 1 above, to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The Union must deliver written notice, of its decision to appeal to the Executive Director within ten (10) days of the receipt by the employee

ARTICLE 31 UNIFORMS

The Employer shall provide uniforms to each employee as follows:

2 long sleeve shirts, 2 short sleeve shirts, 2 pants, 1 insulated sweat shirt or winter jacket (at employee's discretion), 1 spring jacket, 1 pair work shoes, 1 pair of arctic boots, 1 set rain gear. If the uniform or a part of it is damaged during scheduled working hours, it will be replaced by the Employer, upon recommendation of the immediate supervisor. Effective with this Agreement, the Employer shall provide a distinctive and appropriate uniform for all Park Guard as selected by the Executive Director

and the Union of the decision of the Executive Director otherwise the grievance shall be deemed settled and arbitration waived. The arbitrator, shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced rules, regulations or policies. The arbitrator's decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties, unless otherwise provided by law.

Section 5. In order to provide the orderly handling of grievance matters, the designated Stewards of the bargaining unit shall be relieved from their duties, subject to the approval of the Executive Director or his designee, for reasonable periods of time for the purpose of handling such grievance matters.

Section 6. Accredited agents or representatives of Local 29, RWDSU, AFL-CIO shall have the right to be on the Employer's premises for the purposes of handling Union business at reasonable times subject to approval of the Executive Director or his designee.

ARTICLE 37, NO STRIKE AND NO LOCKOUT

Section 1. Neither the Union nor the employees shall engage in a strike, work stoppage, work slow down, sympathy strike or any similar type of concerted action, which has the effect of a strike, work stoppage or work slow down on the Employer's operation.

Section 2. If the employees engage in concerted action described in Section 1, then the Union will make its best effort to persuade the employees to cease such action.

Section 3. The Employer will not lock out the employees.

ARTICLE 38 CONTRACTING OUT OF WORK

Section 1. If the Employer in the exercise of its managerial prerogative decides to terminate any work being performed by employees within the bargaining unit and to have such work performed in the future by an outside party, whether by contract, franchise or other agreement, then the Employer will give notification to the Union of the decision at least thirty (30) days prior to the implementation of the decision and will meet with the Union promptly, and discuss but not negotiate the impact of such decision upon the employees.

ARTICLE 39, CONTINUATION OF PRIOR TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Those past practices of the Employer, which qualify as negotiable terms and conditions of employment within the meaning of the New Jersey Employer-Employee Relations Act, which were expressly recognized by the Employer and uniformly applied to all employees in the bargaining unit and which have not been negotiated upon and changed or otherwise modified by the parties during the process which led to this Agreement, shall be continued.

ARTICLE 40, CONTINUATION OF CONTRACT PROVISIONS

Section 1. All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein, until a successor Agreement is executed and becomes effective.

ARTICLE 41, SAVINGS PROVISION

Section 1. If any provision of this Agreement is adjudicated void, illegal or unenforceable by a Court of competent jurisdiction, then a other provisions of this Agreement shall not be void, illegal or unenforceable but shall continue in full force and effect.

Section 2. If any provision of this Agreement, has been adjudicate void, illegal, or unenforceable, then the parties shall within thirty (30) days of the filing of the judgment of the court begin to renegotiate such provision.

ARTICLE 42, ENTIRE AGREEMENT

Section 1. The parties acknowledge that they have had full opportunity to bargain concerning the terms and conditions of employment and that the within Agreement is the entire Agreement and that during the term of this Agreement neither party is obligated to negotiate any further terms and conditions of employment except as provided in Article 41 .

TITLES WITHIN THE BLUE COLLAR UNIT

BERGEN COUNTY PARK COMMISSION

Construction:

Pay Grades

Maintenance Repairer	12
Maintenance Repairer, General Foreman	18
General Maintenance and Construction Trades Foreman	18
Equipment Operator	12
Heavy Equipment Operator	14
Maintenance Repairer (Electrician)	13
Maintenance Repairer (Plumber)	13
Maintenance Repairer (Carpenter)	13
Maintenance Repairer (Mason)	13
Mechanic	12
Mechanic Foreman	18
Senior Mechanic	14
Senior Maintenance Repairer (Electrician)	14
Senior Maintenance Repairer (Carpenter)	14
Senior Maintenance Repairer (Plumber)	14
Senior Maintenance Repairer (Mason)	14
Senior Maintenance Repairer	14
Carpenter	15
Plumber	15
Welder	15
Mason	15
Storekeeper	15
Maintenance Foreman	16
Truck Driver	11
<i>DW</i> Truck Driver (Heavy)	12
<i>Electrician</i>	15

Parks:

Park Maintenance Worker	9
Maintenance Repairer	12
Maintenance Repairer, General Foreman	18
Assistant Park Foreman	15
Train Operator	9
Senior Park Guard	8 *
Park Attendant	7 **
Park Guard	7 **
Equipment Operator	12
Senior Cashier	10
Maintenance Repairer (Carpenter)	13
Senior Train Operator	11
Park Foreman	16
Senior Building Maintenance Worker	10
Senior Park Maintenance Worker	11
Truck Driver	11
Stock Clerk	11

APPENDIX - SCHEDULE "A"

* Effective January 1, 1984 - Change to Pay Grade 11

** Effective January 1, 1984 - Change to Pay Grade 10

TITLES WITHIN THE BLUE COLLAR UNIT

BERGEN COUNTY PARK COMMISSION

	<u>Pay Grades</u>
Golf Courses:	
Senior Cashier	10
Mechanic	12
Senior Mechanic	14
Senior Building Maintenance Worker	10
Greenskeeper	12
Senior Greenskeeper	14
Greenskeeper Foreman	16
Assistant Greenskeeper Foreman	15
Senior Golf Starter	9
Principal Cashier	14
Horticulture Department:	
Gardener	9
Park Arboriculturist	18
Horticulturist	15
Tree Climber	13
Tree Trimmer	11
Tree Foreman	16
Horticulture Foreman	17
Engineering:	
Engineering Aide	8
Rodman	10
Senior Engineering Aide	13
Transitman	14
Assistant Principal Engineering Aide	16
Principal Engineering Aide	18
Wildlife Areas:	
Animal Keeper	15
Assistant Park Naturalist	16
Park Naturalist	17
Office Assistant	11
Riding Instructor	12
Senior Animal Keeper	16
Stablehand	10
Animal Keeper Foreman	17
Zoo Maintenance Man	11
Signs:	
Senior Designer, Processor, Letterer Foreman	16
Senior Sign Designer, Processor, Letterer	14

TITLES WITHIN THE BLUE COLLAR UNIT

BERGEN COUNTY PARK COMMISSION

	<u>Pay Grades</u>
Sanitation:	
Sanitation Driver	12
Sanitation Foreman	16

ANNUAL RATES OF PAY FOR THE BLUE COLLAR UNIT
BERGEN COUNTY PARK COMMISSION

<u>PAY GRADE</u>	<u>1983-1984 MINIMUM RATE</u>	<u>1983 * MAXIMUM RATE</u>	<u>1984 MAXIMUM RATE</u>
Y07	\$ 9,030.	\$12,384.	\$13,834.
Y08	9,068.	12,920.	14,370.
Y09	9,467.	13,785.	15,235.
Y10	9,505.	14,005.	15,455.
Y11	9,673.	14,642.	16,092.
Y12	10,046.	15,233.	16,683.
Y13	10,905.	16,075.	17,525.
Y14	11,304.	16,751.	18,201.
Y15	11,749.	17,636.	19,086.
Y16	12,285.	18,616.	20,066.
Y17	12,934.	19,890.	21,340.
Y18	14,238.	20,940.	22,390.
Y19	14,477.	22,094.	23,544.
Y20	15,218.	22,929.	24,379.

*EXCEPT AS PROVIDED IN ARTICLE 6
SECTION #1-7-8-9

APPENDIX B

IN WITNESS WHEREOF, the parties have set their hands and seals
and caused this Agreement to be executed by their duly authorized officers
or representatives on the day and year first set forth above.

BERGEN COUNTY PARK COMMISSION

Joseph M. Calabria
Joseph M. Calabria, President

ATTEST:

Robert M. Burke
Robert M. Burke, Secretary

David W. Meyer, Sr.
Steve Waldorf
William C. ...
Joseph ...
William ...
Charles F. ...
James J. White
John M. ...
Jeffrey ...