

Contract #1515

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COLLECTIVE BARGAINING AGREEMENT
between
THE COUNTY OF BERGEN
and
LOCAL 29, RWDSU, AFL-CIO
concerning
THE BLUE COLLAR UNIT
AT THE DEPARTMENT OF PARKS,
DIVISION OF PARKS AND RECREATION

January 1, 1993
through
December 31, 1995

PREPARED BY:

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THIS AGREEMENT made on this _____ day of _____, 199 , by and between the **County of Bergen**, a body politic of the State of New Jersey, with its principal place of business located at Court Plaza South, 21 Main Street, Hackensack, New Jersey 07601, hereinafter referred to as the "Employer", and **Local 29, RWDSU, AFL-CIO**, with an office located at _____, Hackensack, New Jersey 07601, hereinafter referred to as the "Union".

WHEREAS, the Union was certified by the New Jersey Public Employment Relations Commission as the majority representative for collective bargaining of the employees in the blue collar bargaining unit as defined hereinbelow, at the Bergen County Parks Commission, the predecessor of the Employer's Department of Parks, Division of Parks and Recreation; and

WHEREAS, the Employer and the Union have negotiated the terms and conditions of employment for the employees in the bargaining unit and reached an understanding on all such terms and conditions and both the Employer and the Union wish to memorialize such understanding

NOW, THEREFORE, in exchange for the promises, covenants and undertakings contained in this Agreement, the Employer and the Union agree as follows:

**ARTICLE 1
RECOGNITION OF UNION AND
DESCRIPTION OF BARGAINING UNIT**

1. The Employer recognizes the Union as the exclusive majority representative for collective bargaining on negotiable terms and conditions of employment for all blue collar full-time and part-time employees as hereinafter defined in Article 7, employed by the Employer in its Department of Parks, Division of Parks and Recreation, but excluding therefrom all other employees including seasonal workers and per diem employees as defined in this Agreement, craft workers, professionals, supervisors, clerical employees, confidential employees, managerial executives and police, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:12A-1, et seq., as amended, hereinafter referred to as the "Act".

2. Attached hereto, as Schedule "A", is a list of all titles presently within the bargaining unit and covered by this Agreement. If during the term of the Agreement,

employees are assigned titles which are not listed on Schedule "A", but are within the scope of the bargaining unit, then such titles shall be deemed added to Schedule "A".

**ARTICLE 2
TERM OF AGREEMENT**

1. This Agreement shall be in effect from January 1, 1993 through December 31, 1995.

2. The Agreement shall remain in effect until a successor Agreement is signed.

**ARTICLE 3
COLLECTIVE BARGAINING PROCEDURE**

1. Collective Bargaining for the term beginning January 1, 1996 shall commence on or about September 15, 1995.

2. Bargaining shall be conducted by the duly authorized agent of the parties.

**ARTICLE 4
MANAGEMENT RIGHTS**

1. Except as otherwise provided herein, nothing contained in this Agreement shall abrogate the inherent managerial rights of a Public Employer as defined by the "Act" or prevent the Public 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 Public 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 the operations of the Employer, to discontinue operations or reorganize operations, and in connection herewith, 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 consistent with the terms of this Agreement.

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**

Neither the Employer nor the Union shall discriminate against employees because of race, color, creed, national origin, age or sex, and neither shall discriminate against, interfere with or coerce employees regarding membership or non-membership in the Union.

**ARTICLE 6
WORKING TEST PERIOD**

1. Employees shall be probationary employees until they have successfully completed ninety (90) days of employment, hereinafter referred to as the "working test period."

2. Probationary employees shall have only such right to grieve as is provided by the Rules of the New Jersey Department of Personnel. The applicable rules are incorporated by reference into this Agreement.

3. The Employer reserves the right to discharge, suspend or otherwise discipline probationary employees and such employees have no contractual right to grieve concerning any term or condition of employment except as in paragraph no. 2.

4. The performance of probationary employees shall be reviewed during the first, second and third month of work pursuant to the Rules of the New Jersey Department of Personnel.

**ARTICLE 7
EMPLOYEE DEFINITIONS**

1. A "full-time employee" is defined as an employee regularly scheduled to work forty (40) hours in a work week on an annual basis.

2. A "part-time employee" is defined as an employee regularly scheduled to work at least twenty (20) hours, but less than forty (40) hours, in a work week on an annual basis.

3. A "permanent employee" is defined as an employee who has successfully completed a working test period and has been appointed to a title pursuant to the rules of New Jersey Department of Personnel.

4. A "seasonal employee" is defined as an employee hired for a fixed period of four (4) months or less, and

scheduled to work up to forty (40) hours in a work week.

5. A "per diem employee" is defined as an employee who is regularly scheduled to work not more than nineteen (19) hours in a work week on an annual basis.

6. (a) Full-time employees shall receive full benefits as provided for by this Agreement.

(b) Part-time employees shall receive such health benefits, holidays, vacation leave, sick leave, personal leave, funeral leave, terminal leave and longevity pay as may be provided by this Agreement.

(c) Seasonal employees and per diem employees shall not receive health benefits, holidays, vacation leave, sick leave, personal leave, funeral leave, terminal leave, longevity pay, disability pay or tuition benefit.

7. The Employer may continue to use volunteer help on the same basis as volunteers were used as of January 1, 1983.

8. The Employer shall not use seasonal employees, per diem employees, volunteers or community service personnel for the purpose of depriving full-time or part-time employees of their regular hours of work, or reducing the number of permanent employees.

ARTICLE 8 WORK DESCRIPTIONS

Work descriptions, as defined by the New Jersey Department of Personnel, for each of the titles set forth on Schedule "A", are incorporated by reference into this Agreement. The Union acknowledges receipt of a copy of the descriptions.

ARTICLE 9 HOURS OF WORK AND OVERTIME HOURS

1. The work week shall start at 12:00 a.m. (midnight) on Sunday and shall end on the next following Sunday at 12:00 a.m. (midnight).

2. The work day shall start at 12:00 a.m. (midnight) and shall end on the next following day at 12:00 a.m. (midnight).

3. Except as otherwise provided hereinbelow, full-time employees shall be regularly scheduled to work eight (8) hours on five (5) days for a total of forty (40) hours a work week.

4. Part-time permanent employees shall be regularly scheduled to work at least twenty (20) hours in a work week.

5. Employees assigned to the Construction Division shall work five (5) consecutive days Monday through Friday. They shall start work at 7:30 a.m. and end work at 4:00 p.m.

6. Employees assigned to the Maintenance and Engineering Divisions shall work five (5) consecutive days Monday through Friday.

7. Employees assigned to work at golf courses shall work Monday through Friday. The starting and ending hours of work shall be scheduled by the Employer in accordance with the needs of the facility, usually 6:30 a.m. to 3:00 p.m. or 6:00 a.m. to 2:30 p.m.

8. Security guards, park attendants and employees assigned to work at the zoo and wildlife centers shall be scheduled to work Sunday through Saturday.

9. Security guards shall be scheduled to be off one (1) weekend (Saturday and Sunday) in each six (6) week period.

10. The starting and ending hours of work shall be scheduled by the Employer according to the needs of the facility consistent with the past practice of the Employer.

11. The Employer shall post a schedule of regular hours of work and days of work for all employees 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 in each work week for all employees in the bargaining unit except for security guards and park attendants. Such employees shall receive two (2) days off, but such days need not be consecutive.

12. If the Employer wishes to change the schedule described in Section 11, then the Employer shall give the employees and the Union thirty (30) days notice before the change is made.

13. The notice described in paragraph no. 10 need not be given in emergency situations, including such situations caused by weather conditions.

14. The Employer shall schedule an unpaid one-half (1/2) hour "lunch break" for the employees at approximately

the mid-point in their work day. Park Guards who work a ten and one-half (10 1/2) or eleven (11) hour work day shall have a paid "lunch break".

15. The Employer shall schedule two (2) fifteen (15) minute paid rest periods during the work day.

16. The Employer shall allow a reasonable period of time for employees to wash up prior to the end of the work day.

17. Employees who are unable to report to work shall notify their Department Head or a designee no later than 15 minutes after their regular starting time.

18. Employees who are absent from work without notice for more than five (5) consecutive days shall be deemed to have resigned "not in good standing", pursuant to the Rules of the New Jersey Department of Personnel.

19. Employees shall work overtime as needed. The Employer shall try to give the employees prior notice of the need for overtime work. For good cause, the Employer may excuse employees from working overtime.

20. Overtime shall be assigned by the Department Head or a designee on a rotating basis according to the title appropriate for the work to be performed. An overtime list shall be maintained by the Employer which shall include the names of employees and titles, in order of their seniority, as defined in Article 19. When overtime work is required, it shall be first offered to the employee whose name appears first on the job title list appropriate for the overtime work. After each such offer, the name of the employee shall then be placed at the bottom of the overtime list. The next opportunity for overtime shall be offered to the next employee on the list appropriate for the overtime work. After such offer, the name shall be placed at the bottom of the list. The procedure shall be repeated as work is offered.

ARTICLE 10 PAYMENT FOR HOURS WORKED

1. For the first forty (40) hours of work in each work week, employees shall be paid at their hourly rate of pay as defined in Article 11 below.

2. For hours of work in excess of forty (40) hours in a work week, which have been authorized by the Department Head or a designee, employees shall be paid at the rate of one and one-half (1 1/2) times their hourly

rate for the hours worked over forty (40) hours in a week. All overtime hours shall be entered on the weekly time sheets maintained by the Employer.

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

4. Employees who are paid for vacation leave, sick leave, personal and other paid leave, shall be deemed to have worked the hours for which they were paid.

5. Full-time employees who are required to work eight (8) hours on a holiday shall be paid at the rate of time of one and one-half (1 1/2) their hourly rate of pay for the hours worked. This compensation is in addition to the pay provided for by Article 21, paragraph 2. No compensatory time off may be taken for hours worked on holidays.

6. Employees who are called back to work on the same day after the end of their regularly scheduled hours of work 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) such hourly rate. This paragraph does not apply to employees required to work overtime at the end of their regular work day.

7. Employees who are called in to work at a time prior to their regular starting time shall be paid the greater of either a minimum of two (2) 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) for hours worked prior to the regular starting time.

8. If the Department Head or a designee declares a snow emergency, then employees required to work overtime shall be given \$1.25 per hour of overtime work for a meal allowance.

ARTICLE 11 ANNUAL RATES OF PAY AND INCREASE THERETO

1. Each title within the bargaining unit shall have a pay grade and a minimum and maximum annual rate of pay as set forth on Schedule "B" attached hereto. If the Employer introduces new titles within the bargaining unit, then pay grades and minimum and maximum annual rates of pay for such titles shall be negotiated with the Union.

2. Employees shall be paid not less than the

minimum nor more than the maximum annual rate of pay for their titles.

3. The term "hourly rate" of pay is defined as the employee's annual rate of pay divided by 2,080 plus longevity pay, if any.

4. Employees shall be paid by check issued one time in every fourteen (14) day period.

5. (a) Effective January 1, 1993, and except as provided herein below, the annual rates of pay for employees, as the same existed on December 31, 1992, shall be increased as set forth on Schedule "C" attached hereto.

(b) Effective January 1, 1994, and except as provided in paragraph no. 6 herein below, the annual rates of pay for employees as the same existed on December 31, 1993, shall be increased as set forth on Schedule "C" attached hereto.

(c) Effective January 1, 1995, and except as provided in paragraph no. 6 herein below, the annual rates of pay for employees as the same existed on December 31, 1994, shall be increased as set forth on Schedule "C" attached hereto.

6. Employees whose date of hire is between January 1 and June 30 in 1992, 1993, 1994 and 1995 shall receive their first increase to their annual rate of pay on the next following January 1.

7. Employees hired on or after July 1 in 1992, 1993, 1994 and 1995 shall receive their first increase to their annual rate of pay on the first anniversary of their date of hire. Such increase in the rate shall be the same as that received by other bargaining unit employees on the preceding January 1st. Thereafter, such employees shall receive an increase to their annual rate of pay effective on the next following January 1.

8. The term "date of hire" is defined as the first day on which an employee worked.

ARTICLE 12 COMPENSATORY TIME OFF

1. Subject to the limitations of paragraph 2, 3, 4 and 5 hereinbelow, employees may choose to take compensatory time off, hereinafter "CTO", instead of payment for overtime hours worked.

2. Overtime hours worked may be credited to employees' CTO account to the extent permitted by applicable Federal law, "the Fair Labor Standards Act", and State law.

3. Use of CTO hours shall be scheduled at the discretion of the Department Head or designee.

4. All compensatory time off accrued in any one year must be taken off by March 31 of the next succeeding year.

5. If the overtime hours worked would be paid at the hourly rate of pay, then "CTO" shall be earned at such rate. If the overtime hours worked would be paid at one and one-half (1 1/2) times the hourly rate, then "CTO" shall be earned at such rate.

6. No compensatory time off shall be taken for hours worked on holidays.

7. The Department Head shall notify the Union of the amount of money budgeted for overtime pay. When such amount is used up, then employees may not choose a cash payment and shall receive "CTO".

ARTICLE 13 PAY FOR TEMPORARY WORK ASSIGNMENTS

1. Employees who are expressly assigned by a Department Head for a temporary period to perform the work of a title with a pay grade higher than the pay grade of their regular title shall be paid for performance of such work in the following manner:

Effective on the fifth (5th) day of such performance and then retroactive to the first (1st) day, such employees shall be paid the greater of either the minimum annual rate of pay for the higher pay grade or their rate of pay prior to such assignment plus five (5%) percent.

2. The Employer shall not interchange the employees temporarily performing the work of a title with a higher pay grade for the purpose of avoiding payment pursuant to this paragraph.

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

4. If employees so assigned, do the work of a title with a higher pay grade for a period in excess of

four (4) consecutive months, they shall be forthwith appointed by the Employer to the higher titles and shall be paid accordingly on condition that such appointment may be made pursuant to the Rules of the New Jersey Department of Personnel.

ARTICLE 14 VACANCIES IN JOB TITLES

1. It is the Employer's policy to give employees notice of vacancies in titles within the bargaining unit and promotional opportunities within the classified service.

2. The Employer shall give written notice of such vacancies and promotional opportunities by posting notice of same for at least ten (10) days and by mailing a copy to the Union. The notice shall include the title, pay grade and minimum and maximum annual rates of pay and the Department of Personnel prerequisites for appointment.

3. Vacancies, whether entry level or promotional, shall be filled in accordance with the Rules of the New Jersey Department of Personnel. The Employer shall determine whether or not to fill vacancies.

ARTICLE 15 RATES OF PAY UPON PROMOTION

1. Employees who are promoted to titles with higher pay grades as set forth on Schedule "A" shall be paid either the greater of the minimum annual rate of pay for the higher pay grade or their annual rate of pay prior to promotion plus five (5%) percent.

2. If the Employer decides to pay promotional increase greater than the increase provided above, it shall notify the Union prior to the effective date of the increase.

3. Reserved.

ARTICLE 16 PAY WHILE DISABLED

1. The Employer shall provide full-time and part-time employees with a disability insurance benefit program during the term of this Agreement as sponsored by the John Hancock Life Insurance Company, subject to the conditions in paragraphs 2, 3, 4, 5, 6 and 7 below. The Employer shall pay the premium for the benefit.

2. The benefit provided shall be that provided by

the Employer during the year 1984 and shall include a benefit of seventy (70%) percent of the individual employee's pay, to a maximum benefit of \$150.00 per week.

3. The waiting period before the payment of the benefit begins is thirty (30) days.

4. The maximum period for payment of the benefit is fifty-two (52) weeks.

5. Employees eligible for the benefit, who have accrued sick leave, may choose to receive the benefit and to be paid for such sick leave so that the total of the benefit and sick leave pay will equal their regular bi-weekly pay.

6. The Employer reserves the right to self-insure or to substitute another insurance company to provide the above benefit or to provide equal or greater benefits. However, no change shall be effective until agreed upon by both parties.

ARTICLE 17 SHIFT DIFFERENTIAL

1. Employees whose regular hours of work start at 4:30 p.m. shall be paid a shift differential of thirty five (\$.35) cents for such hours worked.

2. Employees whose regular hours of work start at 12:00 a.m. shall be paid a shift differential of forty (\$.40) cents for such hours worked.

3. Park Guards, Senior Park Guards and Park Attendants whose regular hours of work start at 3:30 p.m. shall be paid a shift differential of thirty five (\$.35) cents for such hours worked.

4. The shift differential is not part of the hourly rate of pay. It is in addition to such rate.

5. If employees who are paid a shift differential work more than forty (40) hours in a work week, then the overtime pay shall be calculated by multiplying the hourly rate of pay, including longevity pay, if any, by one and one-half (1 1/2) then adding the shift differential.

ARTICLE 18 LONGEVITY PAY

1. Full-time employees who have completed consecutive unbroken years of full-time employment with the

Employer, or its predecessor, the Bergen County Parks Commission, shall receive longevity pay as follows:

After completion of six (6) years	\$200.00
After completion of nine (9) years	\$400.00
After completion of fourteen (14) years	\$800.00
After completion of nineteen (19) years and thereafter	\$1,000.00.

2. Part-time employees who have completed consecutive unbroken years of such employment, as set forth above, shall receive fifty (50%) percent of the longevity pay.

3. Seasonal employees and per diem employees shall not receive longevity pay.

4. Longevity payments shall be made in 26 equal payments each year of the term of the Agreement commencing in the first pay period and such payment shall be included as a part of the annual rate of pay and the hourly rate of pay.

5. Employment shall be deemed broken when the Employer is no longer paying the employee or no longer paying premiums for the employee's coverage in the County Health Benefits Plan or any plan substituted therefor.

ARTICLE 19 SENIORITY

1. Seniority is defined as the period of continuous employment as measured from the employee's date of hire, with either the Employer or its predecessor, the Bergen County Parks Commission. The employee with the earliest date of hire shall have the greatest seniority.

2. Seniority shall also be measured by the period of continuous assignment at particular parks or other facilities. The employee with the longest continuous assignment at a park or other facility shall have the greatest seniority therein.

3. If employees are transferred involuntarily to a park or other facility, then the seniority which accrued at the park or other facility from which they were transferred shall be deemed to have accrued at the park or facility to which they were transferred.

4. If seniority cannot be determined pursuant to paragraphs no. 2 and 3, then it shall be determined pursuant to paragraph no. 1.

5. The Employer shall recognize seniority as defined in paragraphs 1 and 2 as a factor when determining job assignments and scheduling vacations. Other factors for consideration of job assignments shall be the ability to perform the work, work experience and relevant information in the employee's personnel file.

6. The Employer shall prepare a seniority list and deliver it to the Union during the month of January of each year. The list shall set forth the names of all employees in the bargaining unit, their dates of hire and the dates of appointment to their permanent titles and any provisional titles which they may hold.

7. Benefits based upon the number of years of employment shall be measured from the date of permanent hire by the Employer or its predecessor, the Bergen County Parks Commission.

8. Promotions, demotions, layoffs and rehires shall be made in accordance with the rules of the New Jersey Department of Personnel and seniority as defined in this Article shall have no application thereto.

ARTICLE 20 LAYOFFS AND REHIRES

1. If the Employer decides to layoff or to rehire employees, then the same shall be done in accordance with the rules of the New Jersey Department of Personnel.

2. Notices of any layoff and rehire shall be served upon the employees affected forty-five (45) days before the effective date of such layoff or rehire.

3. A copy of all layoff and rehire notices shall simultaneously be delivered to the Union.

ARTICLE 21 HOLIDAYS

1. The Employer recognizes the following holidays: New Year's Day, Martin Luther King Day (the third Monday in January), 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 Day and Christmas Day.

2. Full-time employees shall be paid whether or not they are scheduled to work on such holidays.

3. Part-time employees shall be paid for one-half (1/2) of the holidays, whether or not they are scheduled to work on such holidays.

4. Seasonal and per diem employees shall not be paid for holidays unless they work on the holidays.

5. Holidays which occur on a Sunday shall be observed on the next Monday, and holidays which occur on a Saturday shall be observed on the preceding Friday.

6. If holidays occur during vacation leave, then additional vacation days shall be scheduled by the Employer.

7. If holidays occur during a period of paid absence (sick leave, terminal leave, jury duty leave, compensatory time off, vacation leave or funeral leave), then employees on such leave shall be paid for such holidays.

8. If holidays occur during a period of unpaid leave of absence, then employees will not be paid for such holidays.

9. The Department Head for good cause may disallow holiday pay for employees who do not work the date before or the day following a holiday.

10. Full-time employees who work on a holiday shall be paid time and one-half (1 1/2) their hourly rate of pay for all hours worked. In addition, they shall be paid as provided for in paragraph no. 2.

ARTICLE 22 VACATION LEAVE

1. Full-time employees hired before May 15, 1985 shall be entitled to the following vacation leave:

(a) From the beginning of the first full calendar year to and including the completion of the fifth year of continuous unbroken employment, one and one-fourth (1 1/4) days per month for a total of fifteen (15) days per year.

(b) From the beginning of the sixth year of continuous unbroken employment and each such year thereafter, one and two-thirds (1 2/3) days per month for a total of twenty (20) days per year.

2. Full-time employees hired after May 1, 1985 shall be entitled to vacation leave in the following manner:

In the first year of employment, vacation leave shall be earned as follows:

(a) (i) One (1) working day for the initial month of employment provided the hire date is on the 1st through 8th day of the calendar month and one-half (1/2) working day if the hire date is on the 9th through the 23rd day of the month.

(a) (ii) After the initial month of employment and up to the end of the first calendar year, one (1) working day for each month of employment.

(b) From the beginning of the first full calendar year of employment through the completion of four (4) years of continuous unbroken employment, twelve (12) days.

(c) During the fifth (5th) year of employment through the completion of ten (10) years of continuous unbroken employment, fifteen (15) days, accrued at the rate of one and one-quarter (1 1/4) days per month.

(d) During the eleventh (11th) year of employment and for each calendar year thereafter of continuous unbroken employment, twenty (20) days, accrued at the rate of one and two-thirds (1 2/3) days per month.

3. Part-time employees shall be entitled to one-half (1/2) of the vacation leave of full-time employees.

4. Seasonal employees and per diem employees are not entitled to vacation leave.

5. After employees have completed their first six (6) months of employment, they may ask to take the balance of their vacation leave for the year ending December 31st. Effective on 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 last pay period of that calendar year, otherwise, any negative vacation balance shall be either charged to available compensatory time off or shall be deducted from the employee's pay.

6. If employees are terminated prior to repayment of advanced vacation leave, then salary adjustments as may

be necessary shall be made to the employee's final paycheck to recover the value of the advanced vacation leave.

7. Vacation leave earned during one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, employees will not be paid instead of receiving vacation leave.

8. If employees resign with the proper notice, defined as no less than fourteen (14) days prior written notice, or retire, they shall be paid for earned and unused vacation leave accrued to the effective date of termination. However, employees shall not be paid for more than two (2) years of unused vacation leave.

9. If employees die while employed, then a sum of money equal to the value of the earned and unused vacation leave shall be paid to their estates.

10. Employees on vacation leave shall be paid at the same rate they would have earned while working their regularly scheduled hours.

11. Employees on leave of absence without pay for more than two (2) weeks (10 working days) in any month shall not earn vacation leave during such month.

12. Employees on vacation leave or sick leave shall continue to accrue vacation leave.

13. If recognized holidays occur during vacation leave, then the holidays shall not be charged against vacation leave and additional vacation days shall be scheduled by the Department Head or a designee.

14. Vacations shall be scheduled by the Department Head or a designee. Employees with sufficient accrued leave shall be scheduled for at least a one (1) seven (7) continuous day vacation period during the months of June 1 through August 31. Preference for vacation leave shall be given to the employee with the greater seniority. All requests for vacation leave must be approved by the Department Head or a designee. Except for the provisions of the second sentence hereinabove, vacation leave may be scheduled in other than the summer months when the needs of the Department require.

15. All requests for vacation leave of one (1) day must be made upon no less than three (3) working days prior notice to the Department Head or a designee, and all requests for vacation leave of two (2) or more days must be

made upon ten (10) working days prior notice to the Department Head or a designee.

16. Upon request, employees shall receive their pay for the period of vacation leave prior to their commencing vacation, provided that they have earned and accrued such vacation leave, and provided that at least a five (5) day vacation is to be taken and the employee has notified the Department Head or a designee at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 23 SICK LEAVE

1. (a) Sick leave is defined as paid leave for employees identified in paragraphs no. 8 and 9 due to their personal illness or an accident which is not job related, or a disability which prevents them from performing their usual work.

(b) Sick leave may be granted for the serious illness of a member of an employee's immediate family or household (as defined in Article 26) who require the employee's attention and care. The circumstances of the illness must be of an emergency nature and require the employee to be in direct attendance upon such family member. The period of such leave shall not exceed three (3) working days.

2. Employees who are unable to work due to illness (or any other reason) shall give notice to the Department Head or a designee. The Employer will provide a telephone number for the employees to call and give such notice. Notice is defined to mean a telephone call to the Department Head or a designee either 15 minutes before or after the employee's scheduled starting time. Failure to give notification may result in disapproval of a request for sick leave and the absence may be considered an unscheduled absence without pay.

3. Upon receipt of such notice and the cause of absence, the Department Head or designee shall inform the employee whether the Employer shall continue to notify on a daily basis or whether a less frequent notice is acceptable to the Employer.

4. When the period of absence for sick leave is five (5) days or more, then a doctor's certificate shall be submitted if the same is requested by the Department Head or a designee. Such request shall be made at a time reasonably proximate to the period of absence.

5. When the period of absence for sick leave is for less than five (5) days, the Department Head may conduct an inquiry into the sick leave request or require the employee to be examined by a physician at the Employer's selection and cost. Such examination shall be at a time reasonably proximate to the period of absence.

6. Sick leave shall not accrue during a leave of absence without pay or a period of suspension or after an employee has resigned or retired and the retention of the employee's name on the payroll until exhaustion or other compensatory leave, shall not entitle the employee to accrue additional sick leave.

7. Earned, but unused, sick leave shall accrue from year to year without limitation.

8. Full-time employees shall earn sick leave as follows:

(a) One (1) working day for each full month of employment from the date of hire until the end of the first calendar year of employment;

(b) Thereafter, at the beginning of each calendar year, fifteen (15) working days (1 1/4 days per month) in anticipation of continued employment.

(c) Employees who start work after the eighth (8th) day of the initial month of hire shall not earn sick leave for that month.

9. Part-time employees shall earn one-half (1/2) the sick leave of full-time employees.

10. Seasonal and per diem employees shall not earn sick leave.

11. Employees who have exhausted their sick leave may use accrued Compensatory Time Off or Vacation Leave to extend their authorized absence from work due to personal illness or an accident which is not job related.

12. Accrued sick leave shall be forfeited upon separation from employment except as provided by Article 29, "Terminal Leave Benefit".

13. Reserved.

**ARTICLE 24
INJURY LEAVE**

1. Injury leave, as distinguished from sick leave, is defined as paid leave approved by the Employer for absence from work caused by an accident, illness or injury, which occurred while working and which is compensable under the statutes of the State of New Jersey which govern Workers Compensation or any policy of workers compensation insurance maintained by the Employer and applicable to the said employees. The applicable provisions of the New Jersey Workers Compensation Act are incorporated by reference.

2. Injury leave benefits are subject to the same rules and regulations as workers compensation claims, and payment shall not be made if the accident is proved to have been due to intoxication or willful conduct by employees.

3. Employees absent from work due to an accident, illness or injury covered by workers compensation, who wilfully 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 are fulfilled.

4. Employees absent from work due to accident, illness or injury compensable under applicable provisions of the New Jersey Workers Compensation Act or any policy of workers compensation insurance, applicable to the said employees, and who have completed three (3) months of work with the Employer shall be compensated by the Employer on a bi-weekly basis at their regular hourly rate of pay plus longevity pay, if any, for a period not in excess of ninety (90) working days for each new and separate injury.

5. Payment shall be by checks issued by the Employer in the full amount of the employee's pay for regularly scheduled hours. Employees who receive compensation checks for temporary disability due to injury during the aforesaid ninety (90) day period shall then endorse such checks over to the Employer. Subject to compliance with applicable Federal and State law or regulation, the Employer shall record the portion of the pay equal to the amount of the compensation checks for partial disability as not being income to the employee 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

6. Checks shall be issued by the Employer in amounts equal to the difference between pay for regularly

scheduled hours and the amount of workers compensation payments received by the employees during the aforesaid ninety (90) day period.

7. If eligibility for such payments is contested by the Employer, then entitlement to payment shall be decided by the determination of the New Jersey Division of Workers Compensation pursuant to the terms of the "Act".

8. If the Employer is contesting a claim for injury leave benefit, an absence from work may be changed to accrued sick leave, if any.

9. If the Division of Workers Compensation determines an employee is entitled to benefits, then sick leave so charged shall be re-credited to the employee.

10. If entitlement to benefits is denied by the Division of Workers Compensation, then the employee's absence from work may be charged to sick leave and vacation leave, if any, retroactive to the date of injury.

11. The Employer, at its expense, may require employees to furnish medical proof or submit to medical examination by physician chosen by the Employer to determine whether an injury is a new or separate injury or is an aggravation of a former injury received while working for the Employer.

12. Employees who suffer an injury while working, as defined in paragraph no. 1 hereinabove, 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 diagnosis and prognosis as to the length of time before the employee can return to work. Additional reports shall be received from the physician every two (2) weeks thereafter, stating the employee's medical condition and the date of employee's anticipated return to work. In the absence of such certification, the employee shall be removed from injury leave.

13. After all injury leave is used and upon application, employees may be granted additional injury leave at the discretion of the Bergen County Executive. Decisions of the County Executive on such applications are not subject to grievance. After all injury leave is used, employees may elect to use any sick leave, vacation leave or compensatory time accrued at the time of the injury.

**ARTICLE 25
PERSONAL LEAVE**

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

2. Full-time employees are entitled to one (1) day personal paid leave during each year.

3. Part-time employees are entitled to one-half (1/2) the personal leave of full-time employees.

4. Personal leave shall not be accrued from year to year.

5. Seasonal and per diem employees are not entitled to any personal leave.

6. The Department Head or a designee shall be notified by employees in advance of their intention to use personal leave. Except in emergencies, prior approval of the Department Head or a designee must be obtained before personal leave may be taken.

**ARTICLE 26
FUNERAL LEAVE**

1. If an immediate family member, as defined in paragraph no. 2 dies, then full-time employees shall be entitled to up to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Part-time employees shall be entitled to one-half (1/2) such leave.

2. Immediate family is defined as 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, and in addition, any other employee relative residing in the same residence as the employee.

3. Proof of death of the family member shall be provided to the Employer upon request of the Department Head or a designee within 30 days of the period of such leave.

**ARTICLE 27
LEAVES OF ABSENCE**

1. Personal Leave Without Pay: Upon application, permanent full-time or permanent part-time employees, for reasons satisfactory to the Employer and at the Employer's

discretion, may be granted a personal leave of absence without pay and without accruing credit for any other benefits during the leave of absence, for a period of up to one (1) year.

(a) A personal leave of absence shall not be granted for the purpose of employees seeking or accepting employment with any other employer.

(b) A personal leave of absence, if granted, shall be on condition that the employee intends to return to work. If the employee fails to return within five (5) working days after the expiration of the leave of absence, then the Employer, in accordance with applicable rules of the Department of Personnel, may deem such employee to have resigned.

(c) Employees on personal leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor shall they accrue sick days and vacation leave.

2. Family Leave:

(a) Employees shall be entitled to the benefits of the "Family Leave Act", L. 1989 C. 261 effective May 4, 1990, hereinafter referred to as the "Act".

(b) If the Employer adopts policies pursuant to and consistent with the Act, then the Union shall be notified of the same within ten (10) days of the adoption and the same shall be incorporated herein by reference effective thirty (30) days after adoption.

3. Military Leave in Time of War or Emergency or Training pursuant to the Selective Service System:

(a) Upon application, employees in the career or unclassified service who enter the military service in time of war or emergency or for any period of training or pursuant to any selective service system shall be entitled to a leave of absence without pay for the period of such service and three (3) months after their discharge. However, if incapacitated by wound or illness at the time of discharge, such leave shall be extended until three (3) months from recovery, but in no event more than two (2) years from the date of discharge.

(b) During such leave employees shall continue to accrue seniority and salary increments, if applicable, in their titles. Permanent employees shall be granted a

leave of absence with pay at their hourly rate plus longevity, if applicable, for the first two (2) weeks of the military leave described in paragraph 3.

(c) No entitlements under paragraph 3 shall be granted if the separation from military service is by a dishonorable discharge.

(d) Re-employment rights pursuant to Federal Law, 43 U.S.C., Section 2021, et seq. are incorporated herein by reference.

4. Military Leave for training in the national guard or other component of the organized militia of New Jersey:

(a) Upon application, employees in the career, senior executive or unclassified service, who are members of the national guard or other component of the organized militia of the State of New Jersey, shall be granted a leave of absence with pay at their hourly rate of pay plus longevity, if applicable, not to exceed ninety (90) days in the aggregate in any one (1) year when required to engage in active duty or active duty for training, as defined in N.J.A.C. 5A: 2-2.3 2(b) (which includes annual training), and all duty ordered by the Governor pursuant to N.J.A.C. 5A: 2-2.3(c), but such leave shall not be given for duty described in N.J.A.C. 5A: 2-2.3(d).

(b) The leave described in paragraph 4 (a) is in addition to vacation leave or compensatory time off to which employees may be entitled.

(c) Military Pay received by employees while on a leave described in paragraph 4 (a) shall be retained by them. Any pay received by employees from the training authority shall be retained by them.

5. Leave for training in the organized reserves of the Army, Navy, Air Force or Marine Corps. of the United States of America:

(a) Upon application, permanent employees who are members of the organized reserves of the Army, Navy, Air Force or Marine Corps. of the United States of America or other affiliated organizations shall be entitled to a leave of absence with pay on days they are required to engage in field training, but only that training which consists of unit training field operations.

(b) Non-permanent employees working for one

(1) year or longer shall be entitled to a leave of absence with pay, not to exceed thirty (30) days, in the aggregate in any one (1) year while engaged in field training.

(c) Non-permanent employees working for less than one (1) year shall be entitled to a leave of absence without pay while engaged in field training.

(d) Such non-permanent employees, at their discretion, may use accrued vacation leave or accrued compensatory time off for the period of such absence.

(e) Such leave shall be in addition to vacation leave or compensatory time off to which such non-permanent employees may be entitled.

(f) Military pay received by employees while on a leave described in paragraph 5(a) and 5(b) shall be retained by them.

(g) The Employer may reschedule the work schedule of employees to avoid conflict with the duty described in paragraphs 3 (a), 4 (a), 5(a), 5(b) and 5(c).

6. Approval of the leave described in paragraphs 3 (a), 4(a),5(a), 5(b) and 5(c) is contingent upon receipt by the Employer of a true copy of the military orders requiring the employees to enter military service, engage in active duty, active duty training, duty ordered by the Governor or field training prior to the commencement of the period of the aforesaid duty or training.

7. Jury Duty Leave:

(a) Upon application, leaves of absence with pay shall be granted to employees called for jury duty.

(b) Such leave shall not be charged to vacation or sick leave.

(c) Fees received as a juror other than for meal or travel shall be turned over to the Employer.

8. Pay, as used in this Article, is defined to mean the hourly rate of pay plus longevity pay, if any, which the employee is entitled.

9. If employees are on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year (January through December), then any annual salary increase which accrues for all employees in the bargaining unit during such period of leave shall not

be paid upon return to work, but shall be delayed for a period equal to the period of unpaid leave.

ARTICLE 28 HEALTH BENEFITS

1. Medical Benefits: Upon application, all full-time and part-time employees, their spouses and eligible dependents, as defined, shall be enrolled in the Bergen County Health Benefits Plan, hereinafter referred to as the "County Plan". Employees, their spouses and eligible dependents, as defined in the County Plan, shall be provided benefits as described in the Plan.

(a) The Employer shall pay the entire premium for such enrollment.

(b) The Employer reserves the right to substitute a different health benefits plan which provides equivalent or better benefits than are provided by the County Plan.

(c) The health benefits provided by the County Plan are as set forth in the document captioned "County of Bergen Health Benefits Plan" dated March 4, 1992 consisting of twenty-nine (29) pages and the contents are incorporated herein by reference.

(d) If a spouse or a dependent of an employee is covered by a different health benefits plan or policy of insurance, then the coverage provided therein to such spouse or dependent of an employee shall be primary and the coverage herein shall be secondary.

2. Dental Benefits: 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., hereinafter the "Delta Plan", Program IIB.

(a) The Employer shall pay the entire premium for such Plan.

(b) The benefits provided by the "Delta Plan" and the rate schedule are incorporated herein by reference. The Plan shall provide maximum annual benefits of \$1,000.00 for dental services and \$1,000.00 for orthodontic services, both with a \$25.00 deductible per patient per calendar year with a co-payment thereafter as provided in the Plan.

(c) The Employer reserves the right to substitute a different insurance carrier which provides

equivalent or better benefits than are provided by the "Delta Plan".

3. Prescription Drugs: Upon application, all full-time and part-time employees shall be enrolled in the prescription drug plan sponsored by the Paid Prescription Plan, hereinafter referred to as the "Paid Plan", No. 4070000.

(a) The Employer shall pay the full premium for the Plan. No employee is obligated to enroll.

(b) The Paid Plan shall provide that the first \$2.00 of cost of the prescriptions shall be paid by the employee and the balance shall be paid by the Paid Plan and that each prescription shall be for a supply of medication not to exceed thirty (30) days.

(c) The Employer reserves the right to substitute a different carrier which provides equivalent or better benefits than those provided by the Paid Plan.

4. Eye Care: Upon application, the Employer shall reimburse employees for expenses incurred by them for eye care during the term of this Agreement, subject to fulfillment of the following conditions:

(a) The expense shall have been incurred to a recognized supplier of eye care, such as a physician, optometrist, medical laboratory or supplier of eye glasses or contact lenses, who is licensed by the State of New Jersey to provide such services; and

(b) A bill for the expense or other proof thereof, together with a voucher signed by the employee shall be submitted to the Employer; and

(c) The expenses shall not be covered by any other insurance benefit plan provided by the Employer pursuant to this Agreement; and

(d) The total reimbursement by the Employer shall not exceed \$125.00 for any employee in any calendar year of this Agreement.

5. Seasonal and per diem employees are not eligible for enrollment in any of the Health Benefits Plans described in paragraphs 1, 2, 3 or 4 of this Article and the Employer has no obligation to pay premiums or provide alternative coverage for such employees.

**ARTICLE 29
TERMINAL LEAVE BENEFIT**

1. Full-time 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 Employees Retirement System shall receive a terminal leave benefit in the form of a lump sum payment as provided below:

(a) One-half (1/2) of the earned accrued sick leave hours multiplied by the average hourly rate of pay plus longevity pay, if any, received during the twelve month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed Eighteen Thousand (\$18,000.00) Dollars.

(b) Reserved.

2. If employees die while employed, then their estates shall receive the terminal leave benefit, provided that they have been employed by the Employer for not less than seven (7) consecutive years.

3. Part-time employees who retire as defined hereinabove shall receive one-half (1/2) the benefit provided by paragraph 1 of this Article.

**ARTICLE 30
PENSION BENEFIT**

1. Membership in the New Jersey Public Employees Retirement System ("PERS"), contributory pension plan is compulsory for and only offered to all provisional employees who have worked one (1) year and to all permanent employees who earn at least Fifteen Hundred (\$1,500.00) 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 services are available in the Personnel Department of the Employer. Employees are encouraged to make use of this service early in their careers.

2. Employees who are required to join the "PERS" receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) 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%) percent of base salary.

3. The total amount of life insurance payable depends upon three factors: annual salary, age and pension membership status at the time of death. If 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 Contributory Life Insurance Coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retirees without cost to them, but the total amount of coverage is reduced as provided by the rules of PERS.

4. The parties acknowledge that the laws of the State of New Jersey (N.J.S.A. 34: 13A-8.1) prohibit negotiations upon any pension statute or statutes and that the provisions of paragraphs 1, 2 and 3 are set forth for informational purposes only and the Employer's sole obligation is to comply with applicable statutes of New Jersey which concern "PERS". The Union has no obligation concerning pension benefits.

ARTICLE 31 PERSONNEL FILE

1. Personnel files for all employees shall be maintained by the Employer's Personnel Department. No entries, notations, documents or other papers which reflect ability, performance or character shall be placed in the files without first having been shown to such employees, giving such employees the opportunity to place their initials thereon and to place their own written statements in the file.

2. Employees have the right to review their personnel files upon reasonable notification to the personnel Department Head or designee.

3. Disciplinary warnings placed in employees' personnel files shall be removed therefrom on the second anniversary of such placement on condition that there have been no additional disciplinary warnings placed in such files prior to the second anniversary date.

**ARTICLE 32
UNIFORM ALLOWANCE**

1. Except as provided in paragraph no. 7, full-time employees hired during the year 1991 or prior thereto shall receive a benefit for purchase of uniforms as follows:

- | | |
|-----------------------|-----------|
| (a) "outside" workers | \$300.00; |
| (b) "inside" workers | \$250.00; |
| (c) "exceptions" | \$350.00; |

Part-time employees shall receive one-half (1/2) the aforesaid benefit.

2. Effective January 1, 1993, all employees covered by this Agreement other than as specified in paragraph 3 herein shall receive their clothing allowance in full in the first month of each year.

3. Those employees who were hired during the period January 1, 1989 through December 31, 1992 and who on January 1, 1993 have not yet worked twelve (12) months shall receive a uniform benefit as follows:

(a) A check in the amount of one-half (1/2) of the annual uniform benefit shall be paid in the first month of their employment.

(b) The remainder of the uniform allowance shall be paid promptly by the Employer upon submission by the employee of receipts for purchase of the uniform which receipts shall amount to not less than one-half (1/2) of the dollar amount of the employee's annual uniform allowance, provided, however, that payment on the remainder of the uniform allowance shall not be due sooner than ninety (90) days after the date of hire.

(c) Each employee shall be obligated to submit to the Employer additional receipts to demonstrate the employees' purchase of uniforms or work shoes in a dollar amount equal to his/her annual uniform allowance.

4. The employer shall continue to provide rain gear and gloves to all employees for whom the County supplied such rain gear and gloves during the year 1989. Such provision shall not reduce the employee's uniform benefit.

5. The uniforms shall be consistent with the Employer's dress code policy as set forth on Schedule "E".

6. The employees shall clean, maintain and replace their uniforms as may be necessary.

7. The Employer shall continue to provide uniforms to Security Guards and such employees shall not receive a uniform allowance.

**ARTICLE 33
WORK TOOLS**

The Employer, at its expense, shall provide the employees with the tools necessary to perform their work.

**ARTICLE 34
TUITION REIMBURSEMENT**

The Employer shall reimburse full-time and part-time employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, upon fulfillment of all of the following conditions:

(a) The course is directly job related and has received the prior approval of the Department Head, which approval shall not be unreasonably withheld;

(b) The course or its equivalent is not offered by the Employer at no cost to the employee;

(c) The cost to the Employer shall not exceed \$50.00 per credit;

(d) Employees shall be entitled to a reimbursement for not more than six (6) credits per calendar year;

(e) The employee has successfully completed the course and proof thereof has been furnished to the Employer.

**ARTICLE 35
REIMBURSEMENT FOR LICENSURE FEES**

1. If full-time or part-time employees are required to have a non-professional licenses as a condition of their performing work, then the Employer shall reimburse such employees for the fees paid by them to obtain such licenses.

2. Examples of license fees which are to be reimbursed are: articulated motor vehicle driver's license, on condition that the employees are assigned work requiring such a license, certified pesticide applicator and all other license fees for which the Employer reimbursed employees during the year 1986.

3. No reimbursement shall be made for the fee paid for an ordinary motor vehicle driver's license.

**ARTICLE 36
PHYSICAL EXAMINATION**

1. Upon application, all full-time and part-time employees shall be entitled to receive a physical examination at Bergen Pines County Hospital or another site mutually agreed upon by the Employer and the Union, consisting of the following: chest x-ray (at the discretion of the examining physician), SMA series of blood pressure tests (23 in number), urine analysis, EKG and blood pressure test. In addition, female employees may have a breast examination and a PAP smear test. All or any portion of the testing shall be voluntary on the part of the employee.

2. Employees desiring a physical examination shall notify the Department Head or designee, in writing, on or before May 1 of each year; the physical examination shall be scheduled by the Department Head or designee on or before September 1 of each year.

3. Employees working in the Golf Course and Horticultural Division shall be tested for the presence in the blood of all chemicals used by the employees as part of their work. Employees who handle animals as part of their work shall have such additional blood tests as are reasonable and necessary as determined by the examining physician.

4. Employees shall cooperate with the Employer concerning possible reimbursement to the Employer from any health insurance company affording coverage to the employee, provided the premiums for such insurance coverage are paid for by the Employer.

5. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.

6. If the examination is scheduled outside of the employee's regularly scheduled hours of work, then the employee shall be paid for such time being examined.

**ARTICLE 37
USE OF PERSONAL VEHICLE**

1. If the Department Head or a designee authorizes employees to use their personal motor vehicle for the business of the Employer, such as travel between parks during regularly scheduled hours of work or during overtime work, then such employees shall be reimbursed at the rate of twenty-two (\$.22) cents per mile traveled.

2. The Employer reserves the right to transport

employees for the purposes set forth in Paragraph 1 by an Employer-owned vehicle, in which case there shall be no reimbursement.

ARTICLE 38 CONTRACTING OUT WORK

If the Employer in the exercise of its managerial prerogative determines 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 shall give notification to the Union of such determination no less than forty-five (45) days prior to the implementation of the determination. The Employer will promptly meet with the Union and discuss, but not negotiate, the impact of such determination upon the employees.

ARTICLE 39 UNION SECURITY

1. The Employer will notify the Union of the names, titles, annual rates of pay and the hours of work of all employees hired after the signing of this Agreement no later than thirty (30) days after such hiring. The Employer will notify the Union of changes to titles or pay grades of those employees within the bargaining unit no later than 14 days of the effective date of such changes.

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

3. The Employer shall 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.

4. The Employer shall 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.

5. The Union will indemnify, defend and save the

Employer harmless from any and all claims, demands, legal action or other forms of liability which may arise out of or by reason of the action taken by the Employer in reliance upon the written authorization for deduction of membership dues or deductions made in lieu of membership dues.

6. Accredited agents or representatives of the Union shall have the right to be on the Employer's premises for the purpose of handling Union business at reasonable times subject to prior approval of the Department Head or a designee, which approval will not be unreasonably withheld.

7. The Employer shall recognize up to five (8) stewards as designated by the Union. When authorized by the Department Head, stewards may be released from work without loss of pay during normal working hours to attend grievance hearings and to carry out the intent and purpose of this Agreement.

8. Reserved.

ARTICLE 40 GRIEVANCE AND ARBITRATION PROCEDURE

1. A "grievance" is hereby defined as any dispute (except matters excluded by paragraph 2) between the Employer and the Union or between the Employer and a permanent employee within the bargaining unit and in the classified service concerning:

(a) The application, interpretation or alleged violation of the provisions of this Agreement, or

(b) the application, interpretation or alleged violation by the Employer of Employer work rules, regulations or administrative decisions not expressly included in this Agreement, which, nevertheless, intimately and directly affect the work and welfare of the employees provided that the event grieved does not infringe upon the inherent managerial prerogative of the Employer; and further provided that the event grieved otherwise qualifies as a negotiable term and condition of employment.

(c) Disputes concerning minor disciplinary actions as defined by N.J.A.C. 4A: 2-3.1(a), which is incorporated herein by reference, are within the definition of a grievance and shall be processed pursuant to the grievance and arbitration provisions hereinbelow.

2. All disputes concerning major disciplinary action, as defined by N.J.A.C. 4A: 2.2(a)1-5 which is incorporated by reference, and all other matters which are

within the exclusive jurisdiction of the State of New Jersey Department of Personnel are excluded from the definition of grievance and such disputes shall be processed in accordance with the rules of the New Jersey Department of Personnel.

3. (a) Except as provided hereinbelow, grievances shall be taken within thirty (30) days of the event giving rise to the grievance, and if not so taken, then the grievance shall be deemed waived. Grievances which primarily concern the payment of money to employees need not be filed within thirty (30) days, and may be filed within a reasonable time of the event.

(b) Employees shall discuss the grievance with their immediate supervisor who shall make a verbal response within ten (10) days. If the employees or the Union are not satisfied with the result of the discussion, then the employees or the Union may file a written grievance with the Department Head within ten (10) days of the response of the supervisor.

(c) The Department Head or a designee shall, within ten (10) days of the receipt of the grievance, make a written decision and give a copy to the Union and the employee. If the Union or the employee are not satisfied with the decision, then a written request for a hearing may be filed with the County Executive within ten (10) days of the response of the Department Head.

(d) The County Executive or a designated hearing officer shall hold a grievance hearing within ten (10) days of receipt of the grievance and shall advise the employees and the Union of the decision, in writing, within ten (10) days of the close of the hearing.

4. (a) If the decision of the County Executive or a designee is not satisfactory to the Union, then the Union, but not the employee, shall have the right to submit the grievance to the New Jersey Public Employment Relations Commission for arbitration according to its rules. The submission shall be made within ten (10) days of the receipt of the decision of the County Executive by the employee and the Union. A copy of the submission shall be served on the County Executive. If a submission is not made within ten (10) days, then the grievance shall be deemed settled and arbitration waived.

(b) By mutual consent, the parties may waive the requirement that the notice of appeal be delivered within ten (10) days.

(c) The arbitrator shall have the power to

conduct a hearing pursuant to the rules of the New Jersey Public Employment Relations Commission, and to make a final decision, which decision shall neither modify, add to nor subtract from the terms of this Agreement, and the above referenced rules, regulations or policies.

(d) The arbitrator's decision shall be binding on both parties.

(e) The cost of the arbitration shall be paid pursuant to the rules of the Commission.

5. Employees shall be disciplined only for such cause as is set forth in the rules of the Department of Personnel, N.J.A.C. 4A: 2-2.3(a) 1-8, which are incorporated by reference.

6. Employees who have not completed the probationary period shall not have a contractual right to file a grievance, but shall have such rights as may be provided by the rules of the Department of Personnel.

ARTICLE 41 NO STRIKE AND NO LOCK OUT

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 operations.

2. If employees engage in concerted action, as described in paragraph 1 of this Article, then the Union will make its best effort to persuade the employees to cease such action.

3. The Employer shall not lock out the employees.

ARTICLE 42 SAFETY

1. The parties shall cooperate to provide healthy and safe working conditions. The Employer, the Employer's insurance carrier and the Union shall participate in a Safety Committee. The purpose of the Committee is to review causes of 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 Department Head. The decision of the Department Head with regard to such recommendation is not arbitrable.

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:

(a) Employees shall communicate with their immediate supervisor and explain why they believe that there is an immediate and serious danger. The supervisor and the employees shall thereupon discuss and attempt to resolve the condition.

(b) If discussion fails to resolve the condition, then the Department Head or a 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 Parks Department shall be called to the scene to inspect the same. The parties shall then take appropriate action based upon the opinion of the mechanic. If the mechanic finds it to be unsafe, then it shall not be operated.

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 County Executive or a designee.

4. The Employer will not take reprisals against employees who in good faith make reports or complaints about safety issues.

**ARTICLE 43
CONTINUATION OF PRIOR TERMS
AND CONDITIONS OF EMPLOYMENT**

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 collective bargaining, shall be continued during the term of this Agreement.

**ARTICLE 44
CONTINUATION OF AGREEMENT**

The provisions of this Agreement shall continue in full force and effect until a successor agreement is signed.

**ARTICLE 45
SAVINGS PROVISION**

1. If any term or condition of this Agreement is adjudicated void, illegal or unenforceable by a court of competent jurisdiction, then all other terms and conditions of this Agreement not so affected, shall not be void, illegal or unenforceable, but shall continue in full force and effect.

2. If any term or condition of this Agreement has been adjudicated void, illegal or unenforceable, then the parties shall, within thirty (30) days of the filing of the judgment of the court, begin to re-negotiate such term or condition.

**ARTICLE 46
ENTIRE AGREEMENT**

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its proper officers and witnessed on the day and year shown on Page One.

WITNESS:

RALPH W. KORNFELD
Personnel Director

WITNESS:

Mina...

THE COUNTY OF BERGEN

BY: *William P. Schubert*
WILLIAM P. SCHUBER
County Executive

LOCAL 29, RWDSU, AFL-CIO

BY: *Paul Freda*
PAUL FREDA, President

SCHEDULE "A"

TITLES AND PAY GRADES

<u>TITLES</u>	<u>PAY GRADES</u>
Animal Health Technician	17
Animal Keeper	15
Assistant Park Naturalist	16
Assistant Principal Engineering Aide	16
Assistant Supervising Greenskeeper	15
Assistant Supervisor Parks	15
Building Service Worker/Senior Cleaner	10
Carpenter	15
Cashier	09
Comm. Operator/Senior Stock Clerk	16
Electrician	15
Engineering Aide	08
Equipment Operator	12
Gardener	09
General Supervisor Maintenance Repair	18
Golf Starter	09
Golf Starter, Part-time	09
Greenskeeper	12
Heavy Equipment Operator	14
Horticulturist	15
Laborer	11
Mason	15
Mechanic	13
Mechanic - Diesel	13
Maintenance Repairer	12
Oil Burner Repairer	15
Park Arboriculturist	18
Park Attendant	10
Park Maintenance Worker	10
Park Naturalist	17
Plumber	15
Principal Engineering Aide	18
Principal Cashier	14
Riding Instructor	12
Rodman	10
Sanitation Driver	12
Security Guard	11
Sign Design Processor	13
Sign Maker/Supervisor Park	16
Supervising Animal Keeper	17
Supervising Clerk	17
Supervising Greenskeeper	16
Supervising Heavy Equipment Operator	17
Supervising Mechanic	18
Supervising Train Operator	16
Supervisor Parks	16

Supervisor Sanitation	16
Supervising Horticulturist	17
Supervising Tree Trimmer	
Supervisor of Maintenance	16
Supervisor Trades	18
Senior Animal Keeper	16
Senior Cashier	10
Senior Engineering Aide	13
Senior Gardener	10
Senior Greenskeeper	14
Senior Maintenance Repairer	14
Senior Maintenance Repairer - Carpenter	14
Senior Maintenance Repairer - Electrician	14
Senior Maintenance Repairer - Mason	14
Senior Maintenance Repairer - Plumber	14
Senior Park Maintenance Worker	12
Senior Park Maintenance Worker/Trade	12
Senior Mechanic	14
Senior Security Guard	12
Senior Sign Designer Processor Letters	14
Senior Train Operator	11
Senior Tree Climber	14
Store Clerk	11
Store Keeper	15
Stable Hand	10
Train Operator	10
Transitman	14
Tree Climber	13
Tree Trimmer	11
Truck Driver	11
Truck Driver - Heavy	12
Welder	15
Zoo Maintenance Worker	11

SCHEDULE "B"
MINIMUM AND MAXIMUM ANNUAL RATES OF PAY FOR THE PAY GRADES

<u>PAY GRADE</u>	<u>1993-1995 MINIMUM</u>	<u>1993-1995 MAXIMUM (1)</u>
8	16,000.00	25,975.00
9	16,000.00	26,185.00
10	16,000.00	30,999.00
11	16,000.00	32,778.00
12	16,000.00	33,461.00
13	16,000.00	32,404.00
14	16,000.00	29,060.00
15	16,000.00	32,762.00
16	16,000.00	36,120.00
17	16,000.00	28,535.00
18	16,393.00	39,164.00
19	16,704.00	
20	17,644.00	
21	18,505.00	

(1) Longevity pay to a maximum of \$1,000.00 may be paid in addition to the maximum rate of pay.

SCHEDULE "C"

INCREASES TO ANNUAL RATES OF PAY

EFFECTIVE JANUARY 1, 1993:

\$1,022.00

EFFECTIVE JANUARY 1, 1994:

\$1,068.00

EFFECTIVE JANUARY 1, 1995:

\$1,116.00

The increase effective January 1, 1993 shall be paid to:

(1) Employees who are both entitled to an increase pursuant to Article 11 and are employed on the date the County Executive signs the Agreement.

(2) Employees who are retired after January 1, 1993 and prior to the signing by the County Executive.

SCHEDULE "D"

EMPLOYER DRESS CODE

1. The employees are required to be in uniform during their work day.
2. Failure to be in uniform shall be the grounds for disciplinary action.
3. Non-supervisory employees' uniforms shall be the color dark green.
4. Supervisory employees' uniforms shall be the color tan.
5. The Employer shall provide the employees with Bergen County Parks Department identification patches. The employees shall have the same sewn onto the left shoulder of the aforesaid shirts, sweatshirts and jackets.
6. The Employer shall also provide the employees with photograph identification cards which shall be worn as part of the uniform.

The aforesaid policy is set forth for informational purposes and not for the purpose of negotiations.

SCHEDULE "E"

EMPLOYER POLICY CONCERNING INITIAL ANNUAL RATE OF PAY

Set forth below for informational purposes and not for the purpose of negotiations.

1. It is the Employer's policy when hiring positions in the Parks Department, that is for an entry level (unskilled) position . . . as defined hereinbelow, that the initial annual rate of pay for such employees shall be the minimum for that category.

2. Unskilled titles, though not necessarily limited to the following are: Park Laborer, Park Maintenance Worker, Park Attendant, Golf Starter and Greenskeeper.

3. The aforesaid policy is not applicable to the hiring of employees for skilled positions (Parks Department). The rate for such specialized disciplines/positions shall be no greater than the lowest rate paid to an Incumbent in that discipline or speciality with like experience in that discipline or speciality.

4. When hiring for such a title and establishing an initial annual rate of pay, the Employer will give due consideration to the relevant training, ability and work experience of the employee.