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1985-1986

BERGEN COUNTY PARK COMMISSION

AND

LOCAL 1044, CWA AFL-CIO

K 11/1/85 - 12/31/86

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THIS AGREEMENT, made this \_\_\_\_\_ day of December, 1985, between the BERGEN COUNTY PARK COMMISSION (hereinafter the "EMPLOYER") and LOCAL 1044, CWA, AFL-CIO (hereinafter 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

The EMPLOYER recognizes the UNION as the exclusive representative for collective negotiations respecting terms and conditions of employment for all fixed annual salary employees ("FA's") of the EMPLOYER, with the exception of the Executive Director and the Assistant Executive Director, who are managerial executives, and Chief Clerk, the Finance Information System Manager, the Personnel Management Specialist and Administrative Secretary Rita Pinckney, who are confidential employees, under the terms of the New Jersey Employer-Employee Relations Act.

#### ARTICLE 2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 1985 through December 31, 1986.

#### 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, 1987 shall commence no later than September 15, 1986.

#### 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, to promote, to discipline, to 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 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.

Section 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 will discriminate against employees because of their race, color, creed, national origin, age and 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. Effective January 1, 1985, employees will receive an increase of 7.0% to their annual rates of pay. Effective January 1, 1986, employees will receive a 6.0% increase to their annual rates of pay.

Section 2. In addition to the increases set forth in Section 1, employees will receive effective January 1, 1985 the following "equity adjustment" to their annual rates of pay:

<u>1984 Annual Salary</u>	<u>Equity Adjustment</u>
0 to \$24,999.00	\$1,800.00
\$25,000.00 to \$32,999.00	\$1,600.00
\$33,000.00 to \$34,999.00	\$ 800.00
Over \$35,000.00	0

Section 3. Those employees who are hired after July 1 shall not receive an increase to their annual rates of pay on the next January 1, but shall receive their first increase on their six (6) month anniversary date of hire. Thereafter, their increase shall be effective on January 1.

#### ARTICLE 7. LONGEVITY PAY

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

<u>NUMBER OF YEARS</u>	<u>JAN. 1, 1985</u>	<u>JAN. 1., 1986</u>
After completion of six (6) years of employment	\$200.00	\$200.00
After completion of nine (9) years of employment	\$400.00	\$400.00
After completion of fourteen (14) years of employment	\$800.00	\$800.00
After completion of nineteen (19) years of employment	\$1,000.00	\$1,000.00

SECTION 2. Longevity pay shall be paid at the option of the employee in either a lumpsum payment or in equal installments in each paycheck.

#### ARTICLE 8. JOB DESCRIPTIONS

The parties agree to establish a job description advisory committee which will meet for the purpose of recommending job descriptions which reflect the work being done. Both the EMPLOYER and the UNION shall designate two (2) individuals to serve on this committee, which will meet at mutually agreeable times.

#### ARTICLE 9. PROMOTIONS

SECTION 1. It is the EMPLOYER' policy to fill vacant positions from within the EMPLOYER's work force. 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. If there is no qualified employee at a particular park or facility, then written notice of the vacant position shall be sent to all "FA's". If there is no interested or qualified employee within the park system, then the position shall be filled from outside the unit.

SECTION 2. The EMPLOYER reserves the right to decide whether or not to vacancies.

#### ARTICLE 10. RATES OF PAY UPON PROMOTION

Any employee who is promoted to a higher job title shall have their annual rates of pay increased by seven and one-half (7 ½%) percent.

#### ARTICLE 11. TEMPORARY WORK ASSIGNMENTS

Employees who are expressly assigned for a temporary period by the EXECUTIVE DIRECTOR or designee to assume a new job role, shall be compensated for the assumption of the new job title in the following manner:

Effective on the tenth (10) day of the performance of the new job and then retroactive to the first (1st) day, such employees will receive their existing rate of pay plus an additional five (5%) percent. The EMPLOYER may not interchange the specific employee's temporarily performing the higher job role for the purpose of avoiding payment under this section.

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, "provided that the temporary assignment is not to take the place of a person on leave and expected to return to work."

#### ARTICLE 12. 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 of 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 concernign any term or condition of employment nor shall they have any seniority during this probationary period.

### ARTICLE 13. SENIORITY

Section 1. Seniority is hereby defined as the length of continuous employment of an employee by the Bergen County Park Commission as measured from the permanent date of hire. 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 during the term of this Agreement.

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.

Section 3. Benefits based upon years of employment shall be measured from the date of permanent hire with the Bergen County Park Commission.

### ARTICLE 14. HOLIDAYS

Section 1. The EMPLOYER recognizes the holidays set forth below, and employees under this Agreement shall be paid for such holidays whether or not they are scheduled to work on such holidays.

The recognized holidays are: New Year's Day, Martin Luther King Day, 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. Those holidays which occur on a Sunday will be observed on the next Monday and those which occur on a Saturday will be observed on the preceding Friday.

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

Section 4. (a) If a holiday occurs 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 occurs during a period of unpaid leave of absence, then employees will not be paid for the holidays.

(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.

Section 5. If an employee is required to work on any one of the enumerated holidays, he or she shall be granted compensatory time off for each such holiday worked at the rate of time and one-half (1 1/2) the hours worked, except for those employees who are required to maintain residence on Bergen County Park Commission property.

## ARTICLE 15. VACATION LEAVE

Section 1. Employees shall earn and accumulate vacation leave 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 the 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. 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 last pay period of that 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 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 holidays shall not be charged against the employee's vacation leave and additional vacation days shall be scheduled and approved by the EMPLOYER.

(j) 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.

(k) Vacations shall be scheduled and approved by the Executive Director or his designee. All employees shall be scheduled for at least a one (1) week vacation during the period of 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 may require it.

#### ARTICLE 16. 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. Proper notice shall require telephone notice to the Executive Director or his designee either fifteen (15) minutes before or fifteen (15) minutes after the employee's scheduled starting time. Failure to give proper notification may result in disapproval of a request for sick leave and the absence may be considered an unscheduled absence without pay.

Section 2. The cause of the absence must be reported daily, unless the initial notification is adequate to explain an absence of several 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:

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. 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 19 "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 in direct attendance for a period not to exceed three (3) working days.

Section 6. If sick leave is exhausted, then employees may use accrued Compensatory Time Off or Vacation Leave to extend their authorized absence from work.

Section 7. Accumulated sick leave will be paid upon separation from the EMPLOYER's service, as provided for under Article 23, "Terminal Leave."

#### ARTICLE 17. 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 duties and which are compensable under the Worker's Compensation statutes or any policy of Workers' Compensation insurance applicable to the said employees.

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 Park Commission. 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 an accident, illness or injury compensable under the Workers' Compensation statutes or any policy of Workers' Compensation insurance applicable to the same 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 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 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 an amount of the compensation checks covering partial disability as not being income to the employees 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 Division of Workers' Compensation, 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 or separate injury, the EMPLOYER may require employees to furnish medical proof or submit to medical examination by a physician chosen by the EMPLOYER (at its expense) to determine whether an 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.

## ARTICLE 18. 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 one (1) work day of personal paid leave during 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.

#### ARTICLE 19. FUNERAL LEAVE

Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and is 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. Proof of death of the said family member shall be submitted to the EMPLOYER upon request of the Executive Director or his designee.

#### ARTICLE 20. LEAVE OF ABSENCE

Section 1. Leave Without Pay: Upon application, permanent employees, for reasons satisfactory to the EMPLOYER, may be granted a personal leave of absence without pay or services credit for time 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. Leave for job related reasons shall be considered and not unreasonably denied.

(1) A personal leave of absence or an excused absence will not 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) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

Section 2. Maternity Leave: Upon request, female employees shall be granted permission to use accumulated sick leave for maternity purposes. If an employee's sick leave is limited and upon request by the employee, the EMPLOYER shall approve a leave of absence without pay not to exceed 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 weeks of duty 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) 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) Employees who have been continuously employed by the EMPLOYER for at 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) Employees who have not been continuously employed for at least one full year on the date such 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 21. ABSENCE FROM WORK

Unscheduled absences: If employees are unable to report for duty, then they must notify the Executive Director or his designee as soon as possible.

Employees absent from work without notification for five (5) consecutive working days will be considered to have resigned "not in good standing."

### ARTICLE 22. LAYOFFS AND RECALL

#### Section 1. - Layoffs

a) In the event the Park Commission intends to layoff employees, a notice of such intention shall be given to the employee (s) affected and to the Union forty-five (45) days prior to the effective date of the layoff (s).

b) Bumping rights - When an employee is laid off due to a reduction in the work force she/he shall be permitted to exercise his/her classification seniority (i.e. time worked in a particular title) or general seniority (i.e., from date of employment) to bump or replace an employee with less job classification seniority or general seniority.

Job classification seniority shall be considered first in the determination of bumping rights, such that the most senior employee in a particular job classification can bump the less senior employee (s).

If the employee to be laid off is the only one in his/her job classification then he/she will be permitted to use his/her general seniority to bump any less senior employee in any lateral by management's evaluation or lower (demotional) job title provided, however, that the bumping employee can satisfactorily perform the duties of the job. The bumped employee may follow the same procedure.

Seniority list shall be maintained to record both job classification and general seniority and shall be utilized in determining the bumping rights as outlined above.

#### SECTION 2. - Recall

Employees shall be recalled based on the needs of the Park Commission position classification needs and seniority.

#### SECTION 3 - Grievability

1. The Park Commission decision (s) to layoff or recall shall not be grievable.
2. The Park Commission failure to follow the procedure outlined above for layoff and recall is grievable.

Section 2. If employees are laid off for economy reasons and if thereafter the EMPLOYER decides to rehire, then the most senior qualified laid off employees shall be given the first opportunity to be rehired.

Section 3. The EMPLOYER's decision to layoff or recall shall not be grievable, but the EMPLOYER's failure to follow the procedure outlined above for layoff and recall shall be grievable.

#### ARTICLE 23. HEALTH BENEFITS

Section 1. Upon application, employees shall be enrolled in the New Jersey State Health Benefits Plan, hereinafter the "State Plan." Upon application of the employees, their spouses and eligible dependents, as defined by the State Plan, shall be covered by the State 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 State Plan.

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

(a) The entire premium shall be paid by the EMPLOYER for those employees who choose to enroll, it being understood that no employee is obligated to enroll or participate in the program. The EMPLOYER reserves the right to substitute another insurance carrier and to provide equivalent or better benefits as those provided by the Delta Plan.

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

Section 3. The EMPLOYER shall pay the full premium for a prescription payment benefit offered by the Hospital Service Plan of New Jersey (N.J. Blue Cross Plan). The Plan shall provide that the first \$2.00 cost of the prescription shall be paid by the insurance company administering the Plan. Each prescription shall be for a supply of medication not to exceed thirty (30) days. The EMPLOYER reserves the right to substitute another insurance carrier and to provide equivalent or better benefits than provided by the New Jersey Blue Cross Plan.

Section 4. The EMPLOYER shall reimburse employees for expenses incurred by them for eye care during the 1986 calendar year, subject to the following:

(a) the expense shall have been incurred to a recognized supplier of eye care (e.g. physician, optometrist, laboratory, supplier of eyeglasses or contact lenses); and

(b) a bill for the expense or proof of the expenditure, together with a voucher signed by the EMPLOYER, shall be submitted; and

(c) the expense is not one covered by any other insurance program supplied by the EMPLOYER under this Agreement; and

(d) the total reimbursement by the EMPLOYER does not exceed \$100.00 for the calendar year.

Section 5. The County shall provide a disability benefits insurance program during the term of this Agreement sponsored by the Washington National Life Insurance Co., subject to the following conditions:

A. The premium shall be paid in the following proportion: Employer - \$5.00; Employee - \$3.40. Any increase in the premium over the said premium shall be paid 50% by the Employer and 50% by the Employee. Employees who choose to join the Program shall make payment through payroll deductions; it is understood and agreed that no employee shall be obliged to participate in the said Program.

B. The benefits to be provided shall be those as provided during the year 1984 and shall include benefits of 70% of the employee's weekly wage to a maximum of \$150.00 per week and there shall be a 45 day waiting period with a maximum of 52 weeks in payments and shall include disability due to pregnancy;

C. An employee who becomes eligible for disability payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time required to give him/her his/her normal bi-weekly pay.

Section 6. In the event the EMPLOYER desires to enter into a program of self-insurance regarding coverage for the benefits enumerated above, the parties agree to reopen negotiations solely as to this issue, provided, however, that no change in the Agreement shall be effective without the consent of both parties.

#### ARTICLE 24. 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 a 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 Sixteen Thousand (\$16,000.00) Dollars.

(b) Option 2. One-half (1/2) day of pay, the hourly rate of pay being 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.

#### ARTICLE 25. PENSION

Section 1. Membership in the New Jersey Public Employees Retirement System ("PERS") contributory pension plan is compulsory for and only offered to permanent employees who earn more than Five Hundred (\$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 retirement member or beneficiary may qualify. Pension planning and advisory service are available through the New Jersey Employees Retirement System. 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 (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 of contribution for the 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 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 EMPLOYER and the UNION 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 Sections 1, 2 and 3 are set forth above for informational purposes only, and that the EMPLOYER's sole obligation is to comply with applicable statutes of the State of New Jersey, which concern the "PERS." The UNION has no obligation whatsoever concerning pensions.

#### ARTICLE 26. PERSONNEL FILE

A personnel file for all employees shall be maintained at the Park Commission office. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in the files without first having been shown to the affected employee and giving such employee the opportunity to place their initial thereon, and to place written statements in the file. Employees have the right to review their personnel files upon reasonable notification to the Executive Director or his designee.



## ARTICLE 27. UNIFORMS

The EMPLOYER shall provide a uniform allowance to all employees as of the date of execution of this Agreement whose job requires the use of same, as determined by the Executive Director. No uniform allowance shall be provided to employees hired subsequent to the date of execution of this Agreement.

## ARTICLE 28. TUITION REIMBURSEMENT

The EMPLOYER shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

(a) the course is directly job-related and has received the prior approval of the Executive Director, or his designee;

(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 \$35.00 per credit;

(d) no employee shall be entitled to reimbursement for more than six (6) credits per year;

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

## ARTICLE 29. SAFETY

**Section 1.** The EMPLOYER and the employees will cooperate to provide healthy and safe working conditions.

**Section 2.** If employees believe that the continued performance of their work creates an imminent and serious danger to their health, then they shall communicate with the Executive Director and explain the condition and the reason why there is an imminent and serious danger. The Executive Director shall thereupon discuss and attempt to resolve the condition.

**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 who in good faith make reports or complaints about safety issues.

## ARTICLE 30. UNION SECURITY

**Section 1.** The EMPLOYER will notify the UNION of the names, job titles, hourly rates of pay and the hours of work of all employees hired after the execution of this Agreement. Such notices will be given in writing.

Section 2. 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 3. 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 4. The EMPLOYER will deduct from the pay of all employees covered by this Agreement who have not submitted written authorizations for dues or 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 31. 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.

A grievance relating to the position, wages or working conditions of an employee or employees, 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. Grievances shall be taken within thirty (30) days of the event giving rise to the grievance, otherwise the grievance shall be deemed waived. However, 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.

Section 2. Employees with a grievance should discuss the same with the Executive Director. If the employees or the UNION are not satisfied with result of the discussions, 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 a 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 and the UNION of the decision of the Executive Director, otherwise the grievance shall be deemed settled and arbitration waived.

Section 5. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to or subtract from the terms of the Agreement and the reference 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 6. In order to provide the orderly handling of grievance matters, the designated Stewards of the bargaining unit shall be released 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 7. Accredited agents or representatives of Local 1044, CWA, 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 32. 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 33. CONTRACTING OUT OF WORK

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 forty-five (45) 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.

Employees who are required to maintain residence and housing on the EMPLOYER's premises shall be entitled to conformity with the New Jersey Landlord-Tenant Relations Act.

ARTICLE 34. 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 the process which led to this Agreement, shall be continued.

~~X~~ ARTICLE 35. CONTINUATION OF CONTRACT PROVISIONS

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 36. SAVINGS PROVISION

Section 1. If any provision of this Agreement is adjudicated void, illegal or unenforceable by a Court of competent jurisdiction, then all 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 adjudicated void, illegal or unenforceable, then the parties shall within thirty (30) days of the filing of the judgement of the Court begin to renegotiate such provision.

ARTICLE 37. 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 except as provided in Article 36.

ARTICLE 38. USE OF PERSONAL VEHICLE

Section 1. If the Executive Director or his designee authorizes employees to use personal motor vehicles for the business of the EMPLOYER, then such employees shall be compensated at the rate of twenty cents (\$.20) per mile travelled.

Section 2. The EMPLOYER reserves the right to have employees use EMPLOYER owned vehicles for the purposes set forth in Section 1, in which case there shall be no compensation.