

COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF BERGEN

and

LOCAL 108, RWDSU, AFL-CIO

concerning

**THE WHITE COLLAR UNIT
AT THE DEPARTMENT OF PARKS, DIVISION OF PARKS AND
RECREATION**

January 1, 2008

through

December 31, 2011

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THIS AGREEMENT made on this ___ day of _____ 2009, by and between the County of Bergen, a body politic of the State of New Jersey, with its principal place of business located at One Bergen County Plaza, New Jersey 07601, hereinafter referred to as the "Employer", and Local 108 RWDSU, AFL-CIO, with its office located at 205 Robin Road, Paramus, New Jersey 07652, 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 white collar bargaining unit as defined hereinbelow at 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 I 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 white 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 and craft workers, professionals, supervisors, confidential employees, managerial executives, security guards and police, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., as amended, hereinafter referred to as the "Act".

2. Please find attached hereto, as Schedule "A", 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, 2008 through December 31, 2011.

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, 2012 shall commence on or about September 15, 2011.
2. Bargaining shall be conducted by the duly authorized agents 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 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 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 inconsistent with the terms of this Agreement. Any and all rights, obligations and issues not specifically expressed within this Agreement shall remain the sole and exclusive purview of the County of Bergen.
2. The exercise of the Employer's rights is 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, religion or sex and neither shall discriminate against, interfere with or coerce employees regarding membership or non-membership in the Union.

**ARTICLE 6
PROBATIONARY PERIOD**

1. Employees shall be probationary employees until they have successfully completed ninety (90) days of regular appointment, 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 New Jersey Civil Service Commission. 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 they 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 (3rd) month of work, pursuant to the Rules of the New Jersey Civil Service Commission.

ARTICLE 7 EMPLOYEE DEFINITIONS

1. "Full-time employees" are hereby defined as employees regularly scheduled to work for thirty two and one-half (32 ½) hours or forty (40) hours, whichever is applicable 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 thirty-two and one-half (32 ½) hours, or forty (40) hours, whichever is applicable, in a work week on an annual basis.

3. A "permanent employee" is defined as an employee who has successfully completed his/her probationary period and has been appointed to a title pursuant to the Rules of the New Jersey Civil Service Commission.

4. A "seasonal employee" is hereby defined as an employee hired for a fixed period of four (4) months or less, who may 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 less than twenty (20) hours or less in a work week on an annual basis.

6. a. Full-time employees shall receive full benefits provided by the 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 leave, disability pay or tuition benefits.

7. 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.

8. All newly hired staff that is hired on or after June 1, 2000, will be considered as continuous operation employees and maybe scheduled from Sunday through Saturday. All other existent employees shall retain the schedule allowances/language shown in the prior Labor Agreement.

ARTICLE 8 WORK DESCRIPTIONS

Work descriptions, for each of the titles set forth on Schedule "A", as defined by the New Jersey Civil Service Commission, are incorporated by reference into this Agreement.

ARTICLE 9 HOURS OF WORK AND OVERTIME HOURS

1. The work week shall begin 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 begin 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 six and one-half (6 ½) hours on five (5) days for a total of thirty-two and one-half (32 ½) hours a work week.
4.
 - a. During the months of July and August, one (1) employee per Park's Division shall be permitted (at the employee's option), and with the approval of the Department Head, to work an alternative "summer" day. Such work day shall begin and end earlier than the regular work day, but shall not lessen the employee's number of hours worked.
 - b. The Union and the Department Head shall meet and discuss implementing an alternative work day (as defined above) on an annual basis. If an agreement is reached, it shall be reduced to writing and presented to the Employer's Personnel Director for review and approval. Such agreement must provide for the right of the Employer to rescind the alternative work day as the needs of the Service may require.
5. The Employer shall post a schedule of regular hours of work and days of work for all employees for each fourteen-day (14) period. The schedule shall provide for two (2) consecutive days off for all employees in each work week.
6. The notice described in Paragraph 6 need not be given in emergency situations, including such situations caused by weather conditions.
7. The Employer shall schedule an unpaid one (1) hour "meal period" for the employees at approximately the mid-point of their work day.
8. The Employer shall schedule two (2) fifteen (15) minute paid rest periods during the work day.
9. The Employer shall allow a reasonable period of time for employees to wash up prior to the end of the work day.

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

11. 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 Civil Service Commission.

12. 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.

13. 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, including the names of employees and titles, in order of 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 such offer, the name of such 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.

2. For hours of work in excess of forty (40) hours in a work week, which have been authorized by the Department Head, employees shall be paid at the rate of one and one-half (1 ½) 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 who are paid for sick leave shall be deemed to have worked the hours for which they were paid.

4. Full-time employees who are required to work six and one-half (6 ½) hours on a holiday shall be paid at the rate of time one and one-half (1 ½) their hourly rate of pay for the hours worked. In the alternative, such employees, at their option, may choose nine and three-quarters (9 ¾) hours of compensatory time off (CTO) in lieu of a cash payment. Employees who choose CTO may accrue such hours as provided by Article 12. Use of CTO is subject to approval of the Department Head. This compensation is in addition to the pay provided for by Article 21, Paragraph 2.

5. 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 ½) their hourly rate of pay, or the actual amount of hours worked at time and one-half (1 ½) such hourly rate. This paragraph does not apply to employees required to work overtime at the end of their regular work day.

6. 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 four (4) hours at time and one-half (1 ½) their hourly rate of pay or the actual amount of hours worked at time and one-half (1 ½) for such hours worked prior to the regular starting time.

7. If the County Executive declares a snow emergency, then employees required to work overtime shall be given \$1.25 per hour of overtime work as a meal allowance.

ARTICLE 11 ANNUAL RATES OF PAY AND INCREASES THERETO

1. Each title within the bargaining unit shall have a pay grade and a minimum and maximum annual rate. If the Employer introduces new job 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 plus longevity, if any, divided by 1,690.

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

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

Retroactive to January 1, 2008, there shall be a three point eight seventy-five (3.875%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as November 1, 2008 to be eligible for the retroactivity.

On January 1, 2009, there shall be a two point eighty-five (2.85%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2008.

On July 1, 2009, there shall be a one point thirty (1.30%) percent across the base salary increase applied to all employees' base wages for those on the payroll as of June 30, 2009.

On January 1, 2010, there shall be a three point fifty (3.50%) percent across the board base salary increase applied to all employees' base wages for those on the payroll December 31, 2009 plus \$300.00 one time base pay equity adjustment (applied before insurance adjustment if applicable).

On January 1, 2011, there shall be a three point eighty (3.80%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2010.

Anything to the contrary in this Article above notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same amount or percentage (as

the case may be) as received by the unit at large the preceding January 1st or July 1st if hired after July 1. After new employees have received their first salary increase on the first anniversary of their date of hire they shall receive an increase in accordance with Paragraph A. All salary increases to base wages are exclusive of longevity payments.

The above increases do not apply to any employees who have resigned, retired and/or expired prior to the ratification of this Agreement.

ARTICLE 12 COMPENSATORY TIME OFF

1. Subject to the limitations of paragraphs 2, 3, 4 & 5 herein, employees may choose to take time off instead of payment for overtime hours worked. Employees who so choose shall be deemed to have earned compensatory time off, hereinafter referred to as "CTO".
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. The Parties agree to a forty (40) hour per annum "cap" on CTO accrual which, by mutual agreement (the Employer and the affected Employee), should be used at the earliest opportunity. Any CTO hours earned in one (1) calendar year must be used by the conclusion of the following calendar year or be paid at that time.
5. All compensatory time off accrued in any one calendar year must be taken off by March 31 of the succeeding year, or will be paid.
6. If the overtime hours would be paid at the hourly rate of pay, the CTO shall be earned at such rate. If the overtime hours would be paid at one and one-half (1 ½) times the hourly rate, then CTO shall be earned at such rate.

ARTICLE 13 PAY FOR TEMPORARY WORK ASSIGNMENTS

1. Employees who are expressly assigned for a temporary period by the Department Head to perform the work of titles with higher pay grades shall be paid for performance of such work in the following manner: Effective on the fifth (5th) day of the performance and then retroactive to the first (1st) day, such employees will receive the greater of either the minimum rate of pay for the higher pay grade, or the employee's rate of pay prior to 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 employee(s) 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 title and shall be paid accordingly on condition that such appointment may be made pursuant to the Rules of the New Jersey Civil Service Commission.

ARTICLE 14 VACANCIES IN JOB TITLES

1. It is the Employer's policy to publish 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 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, and minimum and maximum annual rates of pay.
3. Vacancies, whether entry level or promotional, shall be filled in accordance with the New Jersey Civil Service Commission rules. 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 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 seven (7%) percent. Any employee demoted from a promotional opportunity obtained on or after January 1, 2004 shall receive a seven (7%) percent decrease in their base salary.
2. If the Employer intends to pay an increase greater than the increase provided above, it shall notify the Union prior to the effective date of the increase.
3. The first increase to the annual rate of pay for employees who have been promoted to a job title with a higher pay grade shall be paid effective on the ninth (9th) month anniversary of promotion. Thereafter such increases shall be effective on January 1.
4. Any employee demoted on or after January 1, 2004 from any promotional position shall receive a reduction in pay based as follows:
 - a. The dollar increase attached to the promotion increase by the percentage (%) raise per year received between the promotion and the demotion, which shall be the amount of base salary to be reduced: OR,
 - b. Seven (7%) percent decrease in the employee's existing base salary, prior to demotion, whichever is greater.

**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, 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 full premium for the benefit.
2. The benefits provided shall be those provided during the previous agreement and shall include a benefit of seventy (70%) percent of the individual employee's weekly 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 leave so that the total of the benefit and pay will equal their regular bi-weekly pay.
6. The Employer reserves the right to self-insure, in order 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.
7. Effective July 1, 2004, the Employer will offer Employees the right to purchase up to the state minimum through payroll deduction at the Employees' sole cost.

**ARTICLE 17
SHIFT DIFFERENTIAL**

1. Employees whose regular hours of work begin at 4:30 P.M. shall be paid a shift differential for such hours worked as follows:

2008 through 2011 - \$.60/hour

This shall also apply to park attendants whose regular work hours begin at 3:30 P.M.

2. Employees whose regular hours of work begin at 12:00 A.M. shall be paid a shift differential for such hours worked as follows:

2008 through 2011 - \$.65/hour

3. 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 (1½) 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, shall receive longevity pay as follows:

1/1/08 through 12/31/11

After completion of six (6) years	\$300.00
After completion of nine (9) years	\$600.00
After completion of fourteen (14) years	\$1,100.00
After completion of seventeen (17) years	\$1,250.00
After completion of twenty three (23) years	\$1,500.00

2. Part-time employees who have completed consecutive unbroken years of employment as set forth above shall receive a pro-rated figure.
3. Per diem employees and seasonal employees shall not receive longevity pay.
4. Longevity payments shall be made in twenty-six (26) equal payments in each year of the term of the Agreement commencing in the first pay period.
5. Employment shall be deemed broken when the Employer is no longer paying the employee.
6. No employee hired on or after January 1, 2008 shall be entitled to longevity, assuming all other conditions are met, until they have served one hundred sixty eight (168) months within the County's employ. Employees must all work at least forty (40) hours a week to be eligible.

**ARTICLE 19
SENIORITY**

1. Seniority is defined as a period of continuous employment as measured from the employee's date of hire with the Employer. The employee with the earliest date of hire shall have the greatest seniority.

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

3. The Employer shall prepare a seniority list and transmit 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 their certification in their current titles.

4. Benefits based upon the number of years of employment shall be measured from the date of permanent hire by the Employer.

5. Promotions, demotions and layoffs shall be made in accordance with the provisions of the New Jersey Civil Service Commission 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 Civil Service Commission.

2. A copy of all layoff and rehire notices shall simultaneously be sent 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, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, 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 a pro-rated proportion of pay, 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 fall on Sundays will be observed on the next Monday, and holidays which fall on Saturdays will be observed on the preceding Fridays, except where the employee does not work a Monday through Friday schedule, then the holiday will be on the actual day of the holiday.

6. If holidays fall during vacation leave, then additional vacation days may be scheduled by the Employer.
7. If holidays fall 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 holidays.
8. If holidays fall during the period of unpaid leave of absence, 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 day before or the day following a holiday.
10. Full-time employees who work on a holiday shall have the option to be paid time and one-half (1 ½) their hourly rate of pay for all hours worked, or they may choose CTO hours as provided in Article 10 Paragraph 5. In addition, they shall be paid as provided for in Paragraph no. 2.
11. a. Effective January 1, 2004, Employees shall have their birthday off, except that the Employee shall not be eligible for holiday pay if they work on their birthday under any circumstances.
 - b. If an Employee's birthday falls on a Saturday or Sunday, the Saturday birthday will be calculated on Friday and the Sunday birthday will be calculated on a Monday. Birthday celebrations for Monday and Fridays must be taken that Monday or Friday unless the employee is not scheduled to be working on that day, then the very next work day shall apply.
 - c. If a holiday fall on the Employee's day, he/she shall receive the day before off. Employees whose birthday falls during their vacation shall receive the day off following the vacation period.
 - d. Otherwise, the Employee's birthday will be celebrated on the actual day in question, unless more than five percent (5%) of the Employee's division have the same birthday, then the Employee(s) will take their birthday during the week the birthday occurs.

ARTICLE 22 VACATION LEAVE

1. Full-time employees 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 (1¼) 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. Part-time employees shall be entitled to a pro-rated proportion of the vacation leave for full-time employees.
3. Seasonal employees and per diem employees are not entitled to vacation leave.
4. After employees have completed their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar 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 will be deducted from the employee's pay.
5. 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.
6. Vacation leave for one (1) calendar year may be carried over and used only during the following vacation year with written County approval and for business necessity only. Except upon termination of employment, employees will not be allowed to receive pay in place of taking earned vacation leave. The provisions of §6 shall not apply to employees hired on or after January 1, 2008 and existing employees may only be paid up to one (1) year of unused vacation leave.
7. If employees resign with the proper notice, defined as at least fourteen (14) days prior written notice, or retire, then employees shall be paid for earned and unused vacation leave accrued to the effective date of termination. In no case may employees be paid for more than two (2) years of unused vacation leave.
8. If employees die while employed, then a sum of money equal to earned and unused vacation leave shall be paid to their estates.
9. Employees on vacation leave shall be paid at the same rate they would have earned while working their regular scheduled hours.
10. 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.
11. Employees on vacation leave or sick leave shall continue to accrue vacation leave.
12. If recognized holidays occur during vacation leave, then the holidays shall not be charged against vacation leave and additional vacation days may be scheduled by the Department Head.
13. 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) to 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 employee's supervisor. The Employer may require that vacations be scheduled in other than the summer months when the needs of the Department require.

14. Upon request, employees shall receive their salary for the covering the period of vacation leave prior to their commencing vacation to the extent that they have earned and accrued such vacation leave and provided that at least one (1) week 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 given to the employees due to their personal illness or an accident (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 emergent 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/year.
2. Employees who are unable to work due to illness (or any other reason) shall give notice to the Department Head. 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 one (1) hour before 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. The employee shall report the cause of the absence to the Department Head. Upon receipt of such notice and the cause of absence, the Department Head or designee shall inform the employee whether the Employee 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. 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 ¼ days per month) in anticipation of continued employment.
- c. Employees who begin 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 a pro-rata proportion of the sick leave of full-time employees.

10. Seasonal or per diem employees are not eligible for 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, with the approval of the Department Head.

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

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 hearings. After all injury leave is used, employees may elect to use sick leave, vacation or compensatory time due at the time of the injury.

14. Employees who give notice of their intention to retire through the Public Employees Retirement System based upon years of service and attainment of a defined age but not based on injury or other cause and who do not exercise the right to a lump sum payment pursuant to Article 29, shall not be required to report their absence daily, nor shall they be required to submit a doctor's certificate. The Employer reserves the right to have such employees examined by a doctor of its choice and at its cost.

15. Effective 2004, the County will have a sick leave buy back program as follows:

- a. To be eligible, the employee must have at least thirty (30) sick leave days on the books as of October 31st of each year.
- b. The employee may sell back up to five (5) days per year.
- c. The employee must notify the County of his/her willingness to sell back days and the amount of sell back as of November 15th of each year.
- d. The rate at which the days will be paid at the yearly rate in the year in which sell back notification occurs.
- e. The County will pay the sick leave buy back amount by the first pay period in February of the next year.

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. Claims made in connection with injury leave benefits 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 conduct by employees.
3. Employees absent from work due to an accident, illness or injury covered by Workers Compensation, 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 are fulfilled.
4. Employees absent from work due to an accident, illness or injury compensable under the 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 thirty (30) calendar 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 thirty (30) 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.
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 thirty (30) 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 an 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 employees may utilize 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 a medical examination by a 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 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 the employee's anticipated return to work. In the absence of such certification, the employee shall be removed from injury leave.

13. Each separate injury requires at least a one hundred twenty (120) day period between injuries whether it is a new injury or a reoccurrence of an old 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. Part-time employees may take one (1) day personal paid leave during each year.

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

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

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

6. Effective January 1, 2004, an employee subsequently employed must be employed by the County must work at least six (6) months before being allowed to use personal leave.

ARTICLE 26 FUNERAL LEAVE

1. If an immediate family member, as defined in Paragraph 2, dies, then 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 (½) such leave. One of the days set forth above shall either be the day of death or the day of the

funeral, whichever the employee chooses.

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, grand-parents, grandchildren, and, in addition, any other employee relative residing in the same residence as the employee on the date of demise.

3. Proof of death of the family member shall be provided to the Employer upon request by the Department Head within thirty (30) days of the period of such leave.

4. Effective January 1, 2005, add aunt, uncle and domiciled partner to a list of bereavement eligible persons wherein bereavement leave may be taken for the day of funeral only. Domiciled partner is defined as the designated beneficiary on the employee's insurance plan under PERS.

ARTICLE 27 LEAVE OF ABSENCE

1. **Personal Leave Without Pay:** Upon application, permanent 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 (in no greater than six (6) month intervals).

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.

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", P.L. 1989, C. 261.

b. If the Employer adopts policies to and consistent with the Act, then the Union shall be notified of the same within ten (10) days and the same shall be incorporated herein by reference effective thirty (30) days after the 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 granted 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. Military 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 granted 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 without 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. 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 3-5 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 of field training prior to the commencement of the period of the aforesaid duty or training.

6. Jury Duty Leave:

- a. Upon application, a leave 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.

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

8. 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. There shall not be a delay to a salary increase resulting from a promotion.

**ARTICLE 28
HEALTH BENEFITS**

Section 1. Health Insurance

- a. Employees shall receive fully paid health insurance, including Major Medical, which is equivalent to the New Jersey State Health Benefit Plan for themselves and their eligible dependents. In the event said coverage does not cover expenses previously covered by the prior plan, all applicable expenses shall be paid by the County. This benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work twenty (20) hours per week or more and it shall become effective after sixty (60) calendar days of County employment.

Employees working less than twenty (20) hours per week shall not be entitled to such benefit, as well as seasonal and per diem employees.

- b. The County shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is eligibility for Worker's Compensation benefits.
- c. If an employee is on an unpaid leave of absence, except as provided in (b) above, she/he shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense through the group Plan (COBRA).
- d. Any insured employee who resigns or is terminated for any reason other than retirement or death shall continue to be covered for a minimum of one (1) month following her/his last day of payment, after which the employee shall have the opportunity to continue her/his coverage a personal expense on a direct basis.
- e. Employees will be required to obtain precertification on hospital admissions, chiropractic physical therapy and all mental health counseling. Second opinions will be required on surgery. Failure to obtain pre-certification or second opinion will result in a penalty doubling the annual deductible. All employees receive training and a booklet explaining the new program prior to the effective date of these changes.

The Employer shall establish a Preferred Provider Network for Physical Therapy, Chiropractic Care and Mental Health Services (Out-Patient).

All unit employees shall have the following deductibles: \$200.00 individual/\$400.00 all others.

- f. Effective January 1, 2009, the Bergen County Direct Access plan shall be offered as an option for employees. Employees hired after January 1, 2009 shall only be offered the Direct Access or HMO plans. The existing Traditional and HMO plans shall continue to be provided to those hired before the above date with the Traditional plan modified as below.

Employees currently in the Traditional plan selecting the Direct Access plan shall receive the following wage adjustments to base pay after the application of the wage increase in Article 11 and other adjustments that may be added to base salary provided the employee chooses to move to the Direct Access plan by January 1, 2009:

- January 1, 2009 - \$425.00 annually
- January 1, 2010 - additional \$425.00 annually
- January 1, 2011 - additional \$425.00 annually

Those employee's currently in the Traditional plan and remaining in the Traditional plan subsequent to January 1, 2009, but who waive into taking the Direct Access plan on or before January 1, 2010 shall receive the following base pay wage adjustments after the application of the wage increase in Article 11 and other adjustments that may be added to base salary as follows:

January 1, 2010 - \$300.00 annually
January 1, 2011 - additional \$300.00 annually

Any employee who leaves the Traditional plan for any other insurance plan shall not be allowed to return to the Traditional plan.

Effective January 1, 2009, the deductible in the Traditional plan shall be increased to \$400.00 individual/\$800.00 family with the 80/20 applicable to \$1,000.00 maximum out of pocket individual and \$2,500.00 maximum out of pocket family.

Effective January 1, 2010, the deductible in the Traditional plan shall be further increased to \$500.00 individual/\$1,000.00 family with the maximum out of pocket remaining at \$1,000.00 individual/\$2,500.00 family.

Section 2. Dental Plan

All employees shall be provided with a County Dental Plan, full family coverage. The plan will be fully paid by the Employer within three (3) months of employment. Annual maximums shall be increased to \$1,400.00, effective January 1, 2009; to \$1,500.00, effective January 1, 2011; and, to \$1,600.00 effective January 1, 2011.

Section 3. Prescription Plan

- a. The Employer shall pay the full premium for the Plan. No employee is obligated to enroll.
- b. There shall be five dollar (\$5.00) co-payment for generic drugs and fifteen dollar (\$15.00) co-payment for name-brand drugs. Effective January 1, 2004, mail order prescriptions shall have a seven dollar fifty cents (\$7.50) co-payment (90 day supply).
- c. Effective January 1, 2009, the following prescription co-pays shall be in place:

(1) All existing employees hired on or before December 31, 2008:

\$5.00 (generic) (30 day supply)
\$15.00 (brand name) (30 day supply)

MAIL ORDER

\$5.00 (generic) (90 day supply)
\$15.00 (brand name) (90 day supply)

(2) All employees hired on or after January 1, 2009:

\$5.00 (generic) (30 day supply)
\$15.00 (preferred brand name) (30 day supply)
\$30.00 (non-preferred brand name) (30 day supply)

MAIL ORDER

\$5.00 (generic) (90 day supply)
\$30.00 (preferred brand name) (90 day supply)

\$60.00 (non-preferred brand name) (90 day supply)

- (3) Effective January 1, 2009, no employee shall seek reimbursement through the County's insurance program or any other County entity of the prescription co-pays paid by the employee.

Section 4. Disability Plan

The currently existing Disability Plan shall remain in effect. The County will offer the employees the right to purchase up to the state minimum through payroll deductions.

Section 5. Vision Care Plan

- 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. There shall be a two hundred twenty five (\$225.00) dollar per year benefit, but four hundred fifty (\$450.00) dollars may be used collectively in years 2008 and 2009, but there shall be no commingling or combing of amounts. Effective January 1, 2010, there shall be a two hundred fifty (\$250.00) dollar per year benefit, but five hundred (\$500.00) dollars may be used collectively in years 2010 and 2011, but there shall be no commingling or combing of amounts.

Section 6.

Seasonal and per diem employees, as well as employees working less than twenty (20) hours per week shall not be eligible for enrollment in any of the health benefits plans described in Sections 1, 2, 3, 4, and 5 of the Article and the Employer has no obligation to pay premiums or provide coverage for such employees.

ARTICLE 29 TERMINAL LEAVE BENEFIT

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 sixty (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. Fifty (50%) percent of the earned accrued sick leave hours multiplied by the average hourly rate of pay including longevity pay, if any, received during the twelve (12) month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed Twenty Thousand (\$20,000.00) Dollars; or,
 - b. Fifty (50%) percent of the employee's daily pay, with the hourly rate of pay being computed as in Paragraph (a), for each full year of employment.
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 herein above shall receive one-half (½) the benefit provided by Paragraph 1 of this Article.
4. Employees hired on or after January 1, 2009 shall have their terminal leave eligibility capped at fifty (50%) percent of sick leave accumulated to a maximum of Fifteen Thousand (\$15,000.00) Dollars.
5. "Actually retired" shall be defined as receiving approval from PERS/PFRS to retire, the receipt and deposit of the first retirement check and providing such proof to the County's Personnel Director prior to payment for terminal leave.

ARTICLE 30 PENSION BENEFIT

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. The Employer's sole obligation is to comply with the 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.

ARTICLE 32 TUITION REIMBURSEMENT

The Employer shall reimburse 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 the following per credit, amount:

2008 through 2011 - (effective January 1) - \$200 per credit to a maximum of eighteen hundred dollars (\$1800).
- d. Employees shall be entitled to a reimbursement for not more than the maximum amount allowable per calendar year;
- e. The employee has successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE 33 PHYSICAL EXAMINATION

1. Upon application, all employees shall be entitled to receive a physical examination at a 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 tests; urine analysis; EKG; 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. Irrespective of the above, if the physician determines, based on the employee's medical history and/or the County's sick leave/leave of absence policies that the employee needs additional tests, the physician's determination shall be conclusive and non-grievable.
2. Employees desiring a physical examination shall so indicate in writing, to the Department Head. The physical examination shall be scheduled by the Department Head on or before September 1 of each year. Irrespective of the above, if the physician determines, based on the employee's medical history and/or the County's sick leave/leave of absence policies that the employee needs additional tests, the physician's determination shall be conclusive and non-grievable.
3. 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. Irrespective of the above, if the physician determines, based on the employee's medical history and/or the County's sick leave/leave of absence policies that the employee needs additional tests, the physician's determination shall be conclusive and non-grievable.
4. Examination shall be scheduled at the reasonable, mutual convenience of the affected parties.

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

ARTICLE 34

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 prevailing IRS rate.

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 35

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) calendar 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 36

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 hire.

2. The Employer will provide the Union with the use of one (1) bulletin board, 30" by 30", for the purpose of facilitating communications 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 one (1) steward as designated by the Union. When authorized by the Department Head, steward 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. The number of stewards authorized by the Employer to attend grievance hearings shall not exceed one (1).

ARTICLE 37 GRIEVANCE AND ARBITRATION PROCEDURE

1. A "grievance" is hereby defined as any dispute (except matters excluded by Paragraph 2(a)) 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.

2. Disputes concerning minor disciplinary actions, as defined by N.J.A.C. 4A:2-2(a)1-5, which is incorporated herein by reference, and matters which are within the definition of a grievance and shall be processed in accordance with the Rules of the New Jersey Department of Personnel.

3. a. Grievances, when initiated must be filed with the office of the County Personnel Director within fifteen (15) calendar days of the occurrence. Grievances specifically affecting payroll discrepancies must be filed within twenty (20) calendar days of the occurrence. There is no such thing as a continuing grievance. Failure to file within the time(s) set forth above shall be deemed abandonment of the grievance.

b. Employees shall discuss the grievance with their immediate supervisor who shall make a verbal response within ten (10) calendar 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) calendar days of the response of the supervisor.

- c. The Department Head or a designee shall, within ten (10) calendar 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 is not satisfied with the decision, then a written request for a hearing may be filed with the Director of Personnel within ten (10) calendar days of the response of the Department Head.
- d. The Director of Personnel or a designated hearing officer shall hold a grievance hearing within ten (10) calendar days of receipt of the grievance and shall advise the employees and the Union of the decision, in writing, within ten (10) calendar days of the close of the hearing.
4. a. If the decision of the Director of Personnel 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) calendar days of the receipt of the decision will be issued of the Director of Personnel by the employee and the Union. A copy of the submission shall be served on the Director of Personnel. If a submission is not made within ten (10) calendar 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) calendar 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 Civil Service Commission, N.J.A.C. 4A:2-2.3(a), which are incorporated by reference or as established by law or by rules/regulations/ordinances/resolutions of the County.
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 Civil Service Commission.
7. No grievance may be filed by an Employee or the Union on his/her behalf who has previously resigned or retired from the employ of the County, unless said grievance is in response to an action taken by the County prior to the Employees resignation or retirement.

ARTICLE 38
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 39 SAFETY

1. The parties shall cooperate to continue 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 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 at 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 Director of Personnel or a designee.
4. The Employer will not take reprisals against employees who in good faith make reports or complaints about safety issues.

ARTICLE 40 CONTINUATION OF AGREEMENT

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

ARTICLE 41

SAVINGS PROVISION

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.

ARTICLE 42 MISCELLANEOUS

In the event that the County becomes eligible to join the New Jersey Manufactures Association, the County shall do so at the earliest practical time subsequent.

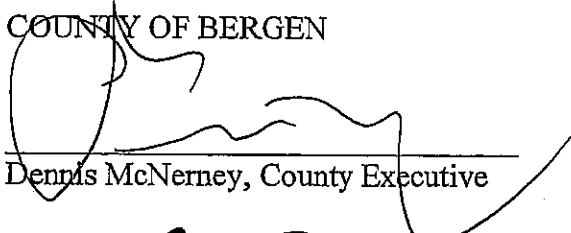
SIGNATURE PAGE

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.

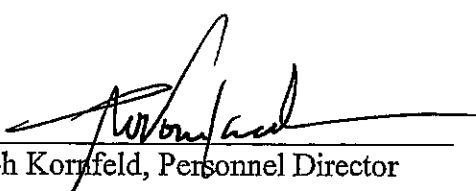
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its proper officer and witnessed on the day and year shown on Page One.

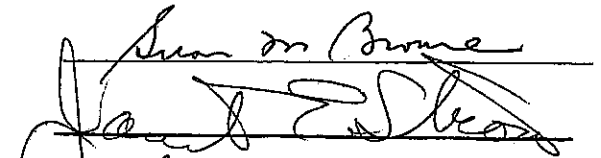
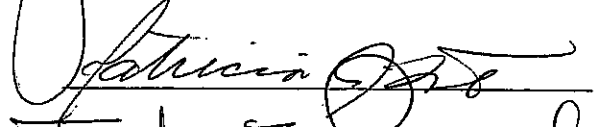
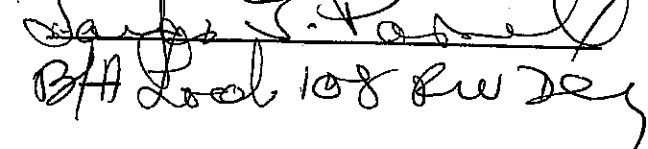
COUNTY OF BERGEN

LOCAL 108, RWDSU, AFL-CIO


Dennis McNerney, County Executive


Robert Laux, Esq., County Administrator


Ralph Kornfeld, Personnel Director




BHA Local 108 RWDSU

SCHEDULE "A"

**TITLES WITHIN THE WHITE COLLAR UNIT AT THE BERGEN COUNTY PARKS
DEPARTMENT**

TITLES

Receptionist, Typing

Senior Receptionist

Clerk Typist

Senior Clerk Typist

Principal Clerk Typist

Principal Clerk

Principal Account Clerk, Typing

Management Specialist

Principal Accountant

Coordinator, Scheduling Recreation Activities

Senior Personnel Clerk, Typing

Historian