

A G R E E M E N T

BETWEEN

Union, County of
THE COUNTY OF UNION

AND

UNION COUNTY PARK FOREMEN'S ASSOCIATION

EFFECTIVE: X JANUARY 1, 1985 THROUGH DECEMBER 31, 1986

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X
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I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
I	PURPOSE AND INTENT	1
II	RECOGNITION AND RESPONSIBILITY	1
III	NO STRIKE - NO LOCKOUT	2
III	MANAGEMENT RIGHTS	2
IV	GREIVANCE PROCEDURE	4
V	HOLIDAYS	6
VI	VACATIONS	8
VII	SALARIES AND WAGES	12
VIII	HOURS OF WORK, PREMIUM PAY AND COMPENSATORY TIME OFF	13
IX	SICK LEAVE	15
X	JURY DUTY	17
XI	DEATH IN FAMILY	17
XII	PRIOR PRACTICES	18
XIII	LONGEVITY	18
XIV	SEVERABILITY	19
XV	UNPAID LEAVE OF ABSENCE	19
XVI	INSURANCE	21
XVII	UNION BUSINESS	24
XVIII	TOOLS	24
XIX	CLOTHING AND EDUCATION	26
XX	PERSONAL BUSINESS AND RELIGIOUS LEAVE	27
XXI	ON THE JOB INJURY	28
XXII	MISCELLANEOUS	30
XXIII	DURATION OF AGREEMENT	30

This Agreement made this 16th day of ^{December} November, 1985, by and between THE COUNTY OF UNION, a body politic (sometimes hereinafter referred to as the "County" or "Employer"), and the UNION COUNTY PARK FOREMEN'S ASSOCIATION (sometimes hereinafter referred to as the "Union" or "Foremen")

PURPOSE AND INTENT

The County of Union and the Union desire to establish, maintain and regulate all standards of hours of work, rates of pay, and all other terms and conditions of employment under which the employees covered by the terms of this Agreement shall work.

ARTICLE I RECOGNITION AND RESPONSIBILITY

Section 1.

The County of Union hereby recognizes the Union as the exclusive representative for collective negotiations pursuant to a Certificate of Representative of the State of New Jersey, Public Employment Relations Commission, dated June 12, 1973 (Docket No. RO-647) for a bargaining unit of all Union County Park System employees of the level of foremen but excluding all non-supervisory employees, clericals, police, managerial executives and all other employees.

Section 2.

Whenever the terms "employee" or "employees" are used hereinafer in this agreement, such words shall be deemed to apply only to the employees of the County who are included within the bargaining unit above described.

Section 3

Any employee hired as a foreman shall serve a minimum probationary period of ninety (90) days from the date of such employee's commencement of his employment as a foreman.

ARTICLE II
NO STRIKE - NO LOCKOUT

Section 1

The Union agrees that during the life of this Agreement, neither it nor its officers, representatives, committeemen, stewards, nor its members or any of them will call, sanction, encourage or engage in any strike or work stoppage. This provision shall not be construed as a waiver or relinquishment of any and all rights the County of Union would have against the Union or its employees in the event of such activity.

Section 2

The County Manager, on behalf of the County of Union, agrees that during the life of this Agreement, he or it will not lock out any of the employees covered by the Agreement. This provision shall not be interpreted to prohibit the County of Union from exercising its management right to cause a total or partial cessation of the work due to lack of work other than economic reasons.

ARTICLE III
MANAGEMENT RIGHTS

Section 1.

Whenever the term "Employer", "Department Head", or "Supervisor" shall be used throughout this Agreement, it shall

mean and includes the County Manager and the Department Head to whom employees covered herein report to and/or their designees, except as otherwise designated in this contract, as specifically may be provided in the New Jersey Statutes in such case made and provided or the Administrative Code of the County of Union.

Section 2

Except as lawfully limited by the within Agreement, the County Manager, the Department Head and/or their designees, herein retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States of America, including but without limitation, the following rights, privileges and functions.

a. The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.

b. The right by the County Manager to hire all employees, subject to Rules and Regulations to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to promote and transfer all such employees, subject to the New Jersey Statutes and the Administrative Code of the County of Union.

c. The right by the Department Head to determine schedules of work and the duties, responsibilities and

assignments of all employees with respect thereto.

Section 3

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Department Head, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States, and the provisions of this contract.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1

A grievance is hereby jointly defined to be any complaint concerning the interpretation or application of any provision of this agreement. Should any such grievance as defined arise between an employee(s) and the Employer, the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or with the designated representative(s) of the Union for the purpose of resolving the matter informally.

A grievance must be presented at Step 1 within seven (7) working days from the date of occurrence of the facts which give rise to the grievance. If it is not presented within the aforementioned time period, it shall be deemed waived and shall

not thereafter be considered a grievance under this Agreement.

Step 2. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he or she may file a grievance in writing with the Department Head or his designated representative. A hearing in the grievance shall be held between the Department Head or his designated representative(s) and the aggrieved party, and the Union's designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Department Head. The Department Head will render a final decision in writing within five (5) working days after the hearing is completed.

Step 3. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) working days after the hearing at Step 2, the aggrieved party may file the grievance with the County Manager or his or her designee. The hearing on the grievance shall be held within ten (10) working days after said filing between the grievant, the Union's designated representative(s) and the County Manager or his or her designee, and the County Manager and/or his or her designee will render a final binding decision in writing within ten (10) working days after the hearing.

Section 2

The time limit specified in a grievance procedure shall be

construed as maximum. However, these may be extended upon mutual agreement between the parties

Section 3.

Any employee may be represented at all stages of the grievance procedure by himself or a member of the Union, or, at his or her option at Step 3 by an outside representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall be notified and shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE V
HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1985:

New Year's Day	-	Tuesday, January 1, 1985
Martin Luther King's Birthday	-	Tuesday, January 15, 1985
Lincoln's Birthday	-	Tuesday, February 12, 1985
Washington's Birthday	-	Monday, February 18, 1985
Good Friday	-	Friday, April 5, 1985
Memorial Day	-	Monday, May 27, 1985
Independence Day	-	Thursday, July 4, 1985
Labor Day	-	Monday, September 2, 1985
Columbus Day	-	Monday, October 14, 1985
General Election Day	-	Tuesday, November 5, 1985
Veteran's Day	-	Monday, November 11, 1985
Thanksgiving Day	-	Thursday, November 28, 1985
Day After Thanksgiving	-	Friday, November 29, 1985
Christmas Day	-	Wednesday, December 25, 1985

Section 2

The Employer has designated the following days as holidays for the year 1986:

New Year's Day	-	Wednesday, January 1, 1986
Martin Luther King's Birthday	-	Monday, January 20, 1986

Lincoln's Birthday	-	Wednesday, February 12, 1986
Washington's Birthday	-	Monday, February 17, 1986
Good Friday	-	Friday, March 28, 1986
Memorial Day	-	Monday, May 26, 1986
Independence Day	-	Friday, July 4, 1986
Labor Day	-	Monday, September 1, 1986
Columbus Day	-	Monday October 13, 1986
General Election Day	-	Tuesday, November 4, 1986
Veteran's Day	-	Tuesday, November 11, 1986
Thanksgiving Day	-	Thursday, November 27, 1986
Day After Thanksgiving	-	Friday, November 28, 1986
Christmas Day	-	Thursday, December 25, 1986

Section 3

All employees shall receive eight (8) hours of holiday pay at their regular base rate for such holidays even though no work shall be required of them and provided further that:

a. New hires have satisfactorily completed their probationary period preceding the holiday involved; and

b. Such employee works the scheduled work day immediately preceding and the schedule work day immediately following the holiday involved except if he fails to work the day preceding or following the holiday because of one of the following conditions:

i. The employee is unable to work due to an illness in which event the Department Head may require proof of illness hereunder in such form as the Department Head may, in his discretion, deem necessary to verify an employee's illness, or

ii. The employee is on vacation.

Section 4

Recognizing that the Park's Department works every day of the year and that it is not possible for all employees to be off on the same day, the County Manager, on behalf of the County of

Union and/or his designee, shall have the right, at his sole discretion, to require any employee to work on any of the holidays specified herein. In the event an employee is required to work on any of the aforesaid legal holidays, he may receive an additional day off with holiday pay within thirty (30) days of the holiday or he may receive his holiday pay and the applicable rate of pay for working such holiday. If an employee is required to work on a holiday as provided herein, he shall be entitled to at least three (3) hours' pay at the applicable rate regardless of the number of hours actually worked on such holiday.

Section 5

A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

ARTICLE VI VACATIONS

Section 1

Anything herein stated to the contrary notwithstanding, the schedule hereinafter set forth for vacation entitlement shall be effective as of January 1, 1980. All employees covered by the within agreement hereby waive any claims for a vacation entitlement for any year prior to January 1, 1980 in which said employees did not utilize his/her vacation entitlement, and the following schedule shall be applicable to all employees on and after January 1, 1980 with respect to vacation entitlement. All such employees shall commence the vacation year as of January 1, 1980 with no accumulated vacation claimed or owed.

Section 2

Vacation Eligibility:

- a. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- b. Employees with one to eight years of service shall be entitled to twelve (12) working days vacation each year.
- c. Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year.
- d. Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year.
- e. Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year.
- f. Employees with twenty completed years to twenty-five years of service will be entitled to twenty (20) working days vacation each year.
- g. Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year.

Section 3.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 4

An employee who is entitled to vacation herein shall make written request to the Department Head at least two (2) weeks prior to the time during which such vacation is to be taken. No employee shall be entitled to take any part of his vacation at any time other than as authorized by the Department Head. While the Department Head shall not unreasonably withhold permission to grant a vacation as requested, if a conflict exists between two or more employees requesting the same date, or the work schedule is such that the employee's vacation request interferes with the orderly carrying out the same, the Department Head's decision as to whom shall be permitted the vacation period requested, if at all, shall be final.

Section 5.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 6.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 7.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary

rate at the time of his death.

Section 8.

If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 9.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 10.

If an employee leaves the County's employ for any reasons, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 11.

Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

Section 12.

In accordance with present policy, an employee may receive vacation pay in advance of taking his vacation provided that he makes timely written request on the form provided for that purpose and in the manner provided.

ARTICLE VII
SALARIES AND WAGES

Section 1

Effective January 1, 1985, the regular base annual rate for each applicable job classification for bargaining unit employees for the duration of the calendar year 1985 shall be:

<u>Classification</u>	<u>Rate</u>
Trades Foreman	\$24,823
Tree Foreman	24,823
Greenskeeper Foreman	24,823
Recreation & Park Maintenance Foreman	24,065

Section 2

Effective January 1, 1986, the regular base annual rate for each applicable job classification for bargaining unit employees for the duration of the calendar year 1986 shall be:

<u>Classification</u>	<u>Rate</u>
Trades Foreman	\$26,362.
Tree Foreman	26,362
Greenskeeper Foreman	26,362
Recreation & Park Maintenance Foreman	25,559

Section 3

All incremental increases, salary ranges, steps, classes or annual increment methods of calculating or determining base rates are abolished.

Section 4

Any employee hired after the date upon which this Agreement was made shall, upon the successful completion of his probationary period, receive the rate being paid to bargaining unit employees within such classification.

ARTICLE VIII
HOURS OF WORK, PREMIUM PAY
AND COMPENSATORY TIME OFF

Section 1.

The work week for all bargaining unit employees shall consist of five (5) consecutive days of eight (8) hours each as scheduled by the Department Head during any seven (7) day period. A work day shall consist of eight (8) hours of work which are to be continuous except for such unpaid lunch period as may be scheduled by the Department Head.

Section 2

Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the Department Head shall have the right to require employees to work on such days.

Section 3

From and after the calendar year 1978 any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at the employee's straight-time hourly rate.

Section 4

For purposes of this Article, "straight-time hourly rate" shall be defined as the hourly rate of pay as calculated by dividing the employee's annual salary, exclusive of any longevity or other compensation, by 2080.

Section 5

Effective January 1, 1979, any employee who is scheduled to work and who actually does work in excess of forty (40) hours in

any work week shall receive additional compensation for each such hour worked at time and one-half (1-1/2 times) the employee's straight time hourly rate, provided there is a sufficiency of funds. If there isn't sufficiency of funds then the employee shall receive straight time pay for each hour of overtime worked beyond the forty (40) hours work hereinabove provided for.

Section 6

An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the employee's immediate supervisor, Superintendent of Field Operations or General Superintendent prior to such overtime being worked.

Section 7

The Department Head shall make all reasonable efforts to distribute overtime on an equitable basis provided, however, that the bargaining unit employee to whom such overtime shall be assigned is able to perform such work to the satisfaction of the County.

Section 8

If an employee shall be recalled for work at any time outside of his regular working hours or on any day when he would normally be off duty he shall receive at least three (3) hours' pay at the applicable rate. An employee shall not be entitled to receive call-in compensation unless authorized by the employee's immediate supervisor, Superintendent of Field Operations, or General Superintendent.

Section 9.

No employee shall be permitted to earn or accumulate compensatory time off in lieu of overtime.

ARTICLE IX
SICK LEAVE

Section 1

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 3

Sick leave is earned in the following manner:

a. One (1) day for each full month of service with the employer during the first calendar year of employment.

b. One and one-quarter (1-1/4) days for each full month of service in every calendar year thereafter.

c. Part-time employees shall receive sick leave credits on a pro-rated basis.

d. Sick leave credits shall not accrue while an employee is absent on a leave without pay.

e. Unused sick leave may be accumulated from year to year.

Section 4

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the employer.

Section 5

a. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

i. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

ii. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the

agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE X
JURY DUTY

Section 1

When a bargaining unit employee is involuntarily summoned for jury service, he shall promptly notify his immediate supervisor and the Personnel Director and shall be excused from work for those days on which he receives pay for jury service. The County Manager may request that the employee be excused or exempted from such duty, if, in the opinion of the County Manager, the employee's services are essential during the period of proposed jury service. For each day on which he otherwise would have worked, he shall be paid the difference between his regular rate and the payment he receives for jury service. The employee shall furnish official proof of such service and of the amount of pay received therefor.

ARTICLE XI
DEATH IN FAMILY

Section 1.

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when

such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

Section 2.

In the case of death in the immediate family, reasonable proof shall be required.

ARTICLE XII
PRIOR PRACTICES

Section 1.

This Agreement contains all the terms and conditions of employment between the County Manager and the members of the bargaining unit represented by the Union. All present, previous or past practices between the County Manager and the employees covered by this Agreement, except as specifically amended herein, are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

ARTICLE XIII
LONGEVITY

Section 1.

During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments

and supplements thereto; provided, however, that any person commencing full time continuous employment subsequent to January 1, 1973, shall not participate in nor be entitled to the benefits of the present longevity program.

Said longevity payments shall be calculated and paid in accordance with County of Union practices, and not Union County Park Commission practices prior to the effective date of this Agreement. Any conflict or interpretation shall be resolved in favor of the County of Union administration or application of its longevity program and not the application or interpretation of Union County Park Commission interpretation or application.

ARTICLE XIV SEVERABILITY

Section 1.

In the event any Federal or State law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties but the remaining portion of this Agreement shall continue in full force and effect.

ARTICLE XV UNPAID LEAVE OF ABSENCE

Section 1

Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to his immediate supervisor and the Personnel Director at least two (2) weeks

prior to the date such leave is requested.

Section 2.

The County Manager may, in his sole discretion, grant the employee a leave of absence without pay or other remuneration subject to the following conditions and exceptions:

a. An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

b. If an employee fails to report for work within one (1) working day of the expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, he shall be considered as having voluntarily resigned.

c. An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

d. Whenever a bargaining unit employee shall become pregnant, she shall furnish the County Manager with a certificate from her physician and a physician designated by the County Manager within at least six (6) months from the date of her pregnancy. Maternity leave will be granted for a period not to exceed ninety (90) days prior to her date of delivery and thirty (30) days after her delivery. In the event the employee's physician and the physician designated by the County Manager disagree as to the physical or mental capacity of such employee to continue working, both physicians shall designate a third physician to make a final determination as to such employee's

capacity to work.

Section 3.

In the event an unusual emergency arises which might prevent the employee from making written request for leave of absence or which might prevent an employee on leave from returning at the end of a leave of absence, such employee may apply for a leave of absence or an extension to a leave of absence, which leave may be granted in the sole discretion of the County Manager.

ARTICLE XVI
INSURANCE

Section 1.

Subject to the provisions below stated, the County Manager, on behalf of the County of Union, agrees to provide the following insurance for the benefit of full-time bargaining unit employees:

a. All employees covered under the terms of this Agreement shall be covered, as shall be the members of their immediate family, for medical and hospital expenses through a insurance program carried by the County of Union in accordance with the benefits currently in effect. The County shall continue to provide Major Medical insurance coverage currently in effect through an insurance program. The above medical and hospitalization coverage shall be at the sole expense of the County of Union.

b. Effective as of August 1, 1982, the County of Union will provide a Basic Dental Plan at a cost not to exceed the sum of Fifty (\$50.00) Dollars on an annual basis for each said employee only. The Fifty (\$50.00) Dollar premium herein referred

to shall be on an annual basis running from August 1, 1983 to December 31, 1986.

c. All permanent employees not otherwise covered by any other state, county or municipal pension system shall enroll in the Public Employees' Retirement System of New Jersey within four (4) months of their permanent employment. The premium for enrollment in the Public Employees' Retirement System of New Jersey shall be in accordance with the laws of the State of New Jersey.

Section 2.

All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the County of Union in connection with such contracts or policies of insurance excepting only the undertaking to pay such premiums or charges for such coverage as provided in this Agreement.

Section 3.

The obligation of the County of Union to pay such premiums for the purpose of maintaining the benefits provided but said contracts shall be subject at all times to the following terms and conditions:

a. The employees shall make written application to the County, on forms provided to them by the County of Union, or other designee, at the time of employment and the employees shall be obligated to deliver to the County of Union, Personnel Department, or other designee, such completed applications, duly

executed, and shall furnish to the County of Union, Personnel Department, or other designee, in writing, all such detailed information as may be required.

b. Effective November 1, 1980, a Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause has been established with the maximum contribution to be paid by the County of Union to be an Eighty-five (\$85.00) Dollar premium per annum for each family coverage.

c. In the case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of the hospitalization, surgical or major medical coverage, or other such insurance, the employee shall immediately furnish the County of Union, Personnel Department, or other designee, the complete detailed information regarding the same.

d. All insurance referred to in the within Article shall become effective on the first of the month following the sixtieth (60) day of the first day of the month in which the employee was hired, provided he was hired between the first of the month and the fifth of the month. Anyone hired after the fifth of the month shall receive the aforesaid insurance coverage on the first of the month following the ninetieth (90) day from the first day of the month in which the employee was hired.

ARTICLE XVII
UNION BUSINESS

Section 1

The Union shall advise the County Manager or his designee in writing of the names of its representatives.

Section 2

The Union shall neither solicit members, nor conduct any business on County property during County assigned working schedules involved except for time spent conferring with management on specific grievances as specified in the Grievance Procedure.

Section 3.

When an authorized representative is excused from his assigned duties, he shall:

- a. Arrange with his supervisor to leave his work.
- b. Notify the supervisor of any County facility visited on arrival.
- c. Notify his supervisor upon return to the job.
- d. Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE XVIII
TOOLS

Section 1.

A Park Foreman, other than the Trades Foreman, shall be provided such tools as the County of Union deems necessary in order for the proper performance of their work. The Trades Foreman shall provide their own tools common to their respective

trades. Tools utilized by the Trades Foreman which are destroyed or lost through no fault of the employee shall be replaced with a tool or tools of similar type and quality and the County shall bear three-quarters (3/4s) of the reasonable cost of such replacement up to a maximum of Fifty (\$50.00) Dollars per year for all tools lost or destroyed as hereinabove provided.

Section 2.

The County shall reimburse an employee for the reasonable cost of repair and replacement of prescriptive eyeglasses which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such eyeglasses are not otherwise covered by warranty. The maximum liability of the County under this provision shall be Thirty-five (\$35.00) Dollars per employee per year. An employee claiming reimbursement under this clause shall present the eyeglasses which need repair or replacement to the County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the County. Upon repair or replacement of the broken or damaged eyeglasses, the employee shall submit proof of payment and the County shall reimburse the employee for the reasonable cost thereof as provided herein.

ARTICLE XIX
CLOTHING AND EDUCATION

Section 1

The County of Union shall provide such rain protective clothing and safety gear as the County of Union deems necessary. The care and security of such protective clothing and/or safety gear shall be the responsibility of the employee to whom such rain protective clothing and/or safety gear is issued.

Section 2

The County of Union shall provide each foreman with one (1) blazer with a Union County Park County emblem attached thereon. Blazers supplied by the County shall be inspected and replaced as the County deems necessary. Each foreman shall be responsible for maintaining such blazer in a neat and presentable appearance.

Section 3.

The County shall reimburse an employee upon proof of purchase and payment up to \$35.00 for a pair of shoes in 1985 and in 1986 the allowance shall be increased to \$50.00 for a pair of shoes upon proof of purchase and payment therefor.

Section 4.

For the year 1985 the County shall provide each member of the Unit five (5) shirts; in 1986 four (4) shirts and a light jacket.

Section 5.

The County of Union agrees that it shall pay any fees required by a governmental authority for the licensing of an employee pursuant to law requiring the same in order for an employee to carry out his duties. It is the policy of the County

that every supervisory employee endeavor to elevate their respective areas of expertise by participation in such educational opportunities as may be available. To encourage such participation the County agrees to pay each employee an education allowance of One Hundred Twenty-five (\$125.00) Dollars per year to be paid prior to September 1st to those employees who have been employed in a supervisory capacity for the entire year during which the education allowance is to be paid, to be used by such employees for the purpose of participating in such education opportunities. The aforesaid employee shall be obligated to attend such seminars or studies directed by the Department Head and the costs thereof shall be paid and satisfied out of the education allowance advanced by the County of Union. If, and when the education allowance is fully utilized, the employees shall notify the Department Head, and if the Department Head thereafter directs the employee to participate in further seminars or studies, it shall be at the expense of the County of Union.

ARTICLE XX
PERSONAL BUSINESS AND
RELIGIOUS LEAVE

Section 1

Employees who are employed less than one (1) year may be granted up to three (3) days off, without deduction of pay therefor for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1)

year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- a. One (1) day after four (4) months of employment.
- b. One (1) additional day after eight (8) months of employment.
- c. The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

Section 3.

Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.

ARTICLE XXI
ON THE JOB INJURY

Section 1

If an employee is injured or becomes ill arising out of and during the course of his employment the following procedure shall

be applicable:

a. The employee shall notify the Department Head and the Personnel Office of the work related injury or illness.

b. If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

c. After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from

the County's Workmen's Compensation Insurance carrier.

d. Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

e. If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regular scheduled shift, the attendance at the doctor's office or medical center during his regular scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

ARTICLE XXII
MISCELLANEOUS

When an employee is permitted and approved to be entitled to a meal money allowance the same shall be limited to the sum of Three (\$3.00) Dollars.

ARTICLE XXIII
DURATION OF AGREEMENT

Section 1.

This Agreement shall be in effect from January 1, 1985 through December 31, 1986. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than sixty (60) days prior to the anniversary date of this Agreement of a desire to make changes therein or to terminate this Agreement, which shall confer upon the other party the right to make changes in the Agreement.

Section 2.

The provisions of this aforementioned Agreement shall be conclusive for its duration as to all bargainable matters or issues unless the County Manager and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

[Signature]

THE COUNTY OF UNION

By *Robert C. Doherty*
Robert C. Doherty, Acting
County Manager

Attest:

[Signature]

UNION COUNTY PARK FOREMEN'S
ASSOCIATION

By *William Goldman Jr*
Pres.

[Signature]
[Signature]