

A G R E E M E N T
BETWEEN
NORTH BERGEN PARKS AND RECREATION
and
I.B.T.C.W.H.A. LOCAL 945

January 1, 2002 through December 31, 2007

Prepared by:

**Mark A. Tabakin, Esq.
WEINER LESNIAK
629 Parsippany Road
P.O. Box 0438
Parsippany, N.J. 07054-0438
Phone: 973-403-1100
Fax: 973-403-0010**

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS.....	2
PREAMBLE	4
ARTICLE I RECOGNITION.....	5
ARTICLE II GRIEVANCE PROCEDURE.....	6
ARTICLE III SALARIES.....	9
ARTICLE IV HOURS OF WORK AND OVERTIME	11
ARTICLE V VACATIONS.....	12
ARTICLE VI SICK LEAVE	13
ARTICLE VII FUNERAL LEAVE.....	17
ARTICLE VIII INSURANCE.....	18
ARTICLE IX HOLIDAYS	19
ARTICLE X WORK-INCURRED INJURY.....	21
ARTICLE XI MILITARY LEAVE.....	22
ARTICLE XII LEAVE OF ABSENCE WITHOUT PAY	23
ARTICLE XIII JURY DUTY.....	24
ARTICLE XIV DISCRIMINATION AND COERCION	25
ARTICLE XV PROBATIONARY PERIOD	26
ARTICLE XVI SEPARABILITY AND SAVINGS	27
ARTICLE XVII UNIFORMS, ATTIRE, AND HAND HELD AND TRUCK RADIOS	28
ARTICLE XVIII FULLY-BARGAINED AGREEMENT	29
ARTICLE XIX UNION SECURITY	30

ARTICLE XX CHECK-OFF..... 31
ARTICLE XXI MANAGEMENT RIGHTS 32
ARTICLE XXII MAINTENANCE OF WORK OPERATIONS..... 34
ARTICLE XXIII DURATION..... 35

PREAMBLE

This Agreement, entered into this ___ day of _____ 200_, by and between the Township of North Bergen in the County of Hudson, State of New Jersey, hereinafter called the “Employer,” or “Department” and International Brotherhood of Teamsters, Local 945 duly appointed representative, hereinafter called the “Union,” represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I

RECOGNITION

The Department hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment of all union employees. Included in the unit are all full time, permanently employed blue collar employees in the Department of Parks and Recreation employed by the Township, excluding all part-time employees, temporary employees, seasonal employees, clerical employees, managerial and supervisory employees, and members of other negotiations units.

ARTICLE II

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to a problem which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by the Union, an individual employee or group of employees (collectively referred to as Grievant), from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions expressly set forth in this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Grievant shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor (ten (10) days after the event giving rise to the grievance), the Grievant may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Agreement violated, and the remedy requested by the Grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance. If the immediate supervisor or his designate representative does not provide the Grievant with an answer of the grievance in writing within five (5) working days of receipt of the written grievance, the grievance is deemed denied and the Grievant may proceed to the next step.

Step Three: If the Grievant wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Director within five (5) work days after receipt of the decision, or failure of supervisor to provide an answer. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission. If the Director does not provide the Grievant with an answer of the grievance in writing within fifteen (15) working days of receipt of the written grievance, the grievance is deemed denied and the Union only may proceed to the next step.

Step Four:

Only the Union, not an individual or group of employees, shall have the right to submit a dispute to arbitration within five (5) days of the Director's decision or failure to decide, pursuant to the rules and regulations of the State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. The arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this

Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

G. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

I. If an employee elects to pursue Department of Personnel legal action, he/she shall waive any rights to utilize the grievance procedure.

ARTICLE III

SALARIES

Employees as listed shall receive their corresponding salary as follows:

Employee	1/1/02	1/1/03	1/1/04
Collins	\$29,407.50	\$31,605.00	\$33,802.50
Witt	\$34,259.25	\$34,839.50	\$35,419.75
Flagg	\$31,463.25	\$32,975.50	\$34,487.75
Maynard	\$27,228.75	\$30,152.50	\$33,076.25
Aschoff	\$26,494.50	\$29,663.00	\$32,831.50
Gerena	\$22,625.60	\$25,969.20	\$29,312.80
Steinhiemer	\$24,973.60	\$27,730.20	\$30,486.80
Freund	\$23,219.20	\$26,414.40	\$29,609.60
Garita	\$23,750.00	\$25,625.00	\$27,500.00
Arias	\$21,875.00	\$23,750.00	\$25,625.00
Tuccillo	\$19,000.00	\$20,000.00	\$21,875.00

Employee	1/1/05	1/1/06	7/1/06
Collins	\$36,000.00	\$36,000.00	\$36,000.00
Witt	\$36,000.00	\$36,000.00	\$36,000.00
Flagg	\$36,000.00	\$36,000.00	\$36,000.00
Maynard	\$36,000.00	\$36,000.00	\$36,000.00
Aschoff	\$36,000.00	\$36,000.00	\$36,000.00
Gerena	\$32,656.40	\$36,000.00	\$36,000.00
Steinhiemer	\$33,243.40	\$36,000.00	\$36,000.00
Freund	\$32,804.80	\$36,000.00	\$36,000.00
Garita	\$29,375.00	\$31,250.00	\$33,125.00
Arias	\$27,500.00	\$29,375.00	\$31,250.00
Tuccillo	\$23,750.00	\$25,625.00	\$27,500.00

B. Employees not otherwise listed in Paragraph A shall receive salary based upon a nine-step guide as follows:

Hire to 1 year	\$19,000
< 1 year to 2 years	\$20,000
< 2 years to 3 years	\$21,875
<3 years to 4 years	\$23,750
<4 years to 5 years	\$25,625
<5 years to 6 years	\$27,500
<6 years to 7 years	\$29,375
<7 years to 8 years	\$31,250
<8 years to 9 years	\$33,125
<9 years or more	\$36,000

C. In addition to salary, employees shall receive a longevity bonus in accordance with Township policy.

D. Advancement on the salary guide shall be predicated upon the annual anniversary date from date of hire.

E. Salary adjustments shall take effect 30 days after execution of this Agreement and shall be retroactive.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Employees will be scheduled to work a 35 hour workweek on flex schedule to be set at the discretion of the Township (i.e. 7:00 a.m. – 2:00 p.m., 1:00 p.m. to 8:00 p.m.). The Township, in its sole discretion, shall determine the start of the normal workday that ends 7.5 (1/2 hr. lunch) later for each employee. Any employee called into work when not scheduled will receive a minimum call back time of two hours. Minimum call back time does not apply to employees kept past their scheduled working day, who will be paid only for the time that they work without regard to a minimum.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Employer. There is no guarantee of hours. Employees will be required to work overtime during non-scheduled periods when the necessities of the Employer demand such work. This will not reduce the employee's obligation to work overtime when assigned. Overtime shall be assigned on a seniority basis (top to bottom), on a rotating list basis. Employer shall distribute overtime assignments and record hours worked and refused by employees.. In the event the Employer is unable to secure an employee to work overtime voluntarily as assigned on the overtime list, mandatory overtime will be ordered on the basis of reverse-seniority (bottom to top) Failure to report for a mandatory overtime assignment will be grounds for discipline, up to and including termination.

D. The Employer retains the right to call in employees who have special skills for specific overtime assignments.

E. Employees shall receive time and one-half their regular rate of pay for hours worked after 40 hours per workweek. All hours worked less than 40 hours per week will be paid at straight time.

F. In all respects, the Fair Labor Standards Act, and its implementing regulations, shall govern what time is counted towards overtime.

ARTICLE V

VACATIONS

A. Vacation is accrued on a prorated basis (i.e. an employee with 20 vacation days earns 1.66 vacation days per month worked). The following vacation schedule will be followed:

1. 0 – 1 year..... 1 day per month
2. Completion of one (1) year through the completion of five (5) years..... 15 – work days
3. From six (6) years through the completion of fifteen (15)..... 20 – work days
4. Sixteen (16) years or more..... 25 – work days

B. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head up to a cap of ten (10) days and further subject to any special provisions that the Employer in its sole discretion may deem necessary.

C. Vacation requests must be submitted by March 1st and are to be used in full day increments only. Failure to timely submit such request shall result in the employee receiving leftover vacation time. No more than one (1) employee may take vacation on the same day. Timely requests for the same vacation shall be resolved by seniority.

D. When an employee requests permission to use an individual vacation day, such requests shall be granted at the sole discretion of the Department Head.

E. Any employee who is on a leave of absence (i.e., injury leave or workman's compensation or unpaid leave) shall not accrue vacation during leave time. Vacation for the year will be prorated by dividing the number of days earned by twelve months.

F. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

ARTICLE VI

SICK LEAVE

A. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. In all cases of reported illness or disability suffered by an employee, the Employer reserves the right to request the employee to submit to an examination and/or to have a physician examine the medical reports of the employee, both during the illness or disability and before returning to work.

B. The Employer may require proof of illness of an employee on sick leave. An employee who is absent sick for three (3) or more consecutive working days shall submit acceptable medical evidence substantiating the illness, upon request. Abuse of sick leave (i.e., pattern of sick leave, excessive use of sick leave, and/or habitual use of sick time) shall be cause for disciplinary action, as set forth in Paragraph R.

C. During protracted periods of illness or disability of an employee, the Director may require interim reports on the condition of the patient at weekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician.

D. No employee shall be allowed to work and endanger the health and well being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a medical physician at Employer expense for an opinion as to the eligibility of the employee to be absent from work.

E. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee does not report to a physician when directed to.

2. When the employee, under medical care, fails to carry out orders of the attending physician.
3. When in the opinion of the Township physician the disability or illness is not of sufficient severity to justify the employee's absence from duty.
4. When the Supervisor is unable to contact the employee.

F. The recommendation of the Township physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Director. The Director reserves the right in such cases where there is a difference of professional opinion between the Township's physician and the employee's physician, to require the employee to submit to an examination by a third doctor at Palisades General Hospital or at such other location as is jointly agreed upon by the Union and the Employer

G. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

H. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical services during the workday.

I. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he will be absent. Failure to notify the Department Head or his designated representative will be cause for denial of the use of sick leave for that absence and

constitute cause for disciplinary action up to and including discharge. An employee who is absent for two (2) consecutive days or more and does not notify his Department Head or some other responsible representative of the Employer during the first two (2) days absent shall be subject to immediate discharge.

J. Habitual absenteeism and/or tardiness shall be cause for discipline up to and including discharge, subject to the schedule of penalties set forth in Paragraph R.

K. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge, without regard to the schedule of penalties.

L. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits including Social Security, and to furnish proof of such application to the Employer, along with proof of receipt or denial of such benefits.

M. In all cases of reported illness or disability, which does not require hospitalization, the employee shall remain at his local residence. Should it become necessary for the employee to visit a doctor or a drug store, religious services or to vote, he shall notify the Department Head or his designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action. Employer has the right to call and/or visit employees during normal working hours to enforce this provision. Employees will be subject to the schedule of penalties set forth in Paragraph R for failure to answer phone (answering machine does not count) or door of residence should employer call or visit.

N. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit the bill to his/her insurance company for reimbursement, partial or total, and such monies will be immediately turned over to the Employer.

O. Each employee shall enjoy fifteen (15) sick days earned at the rate of one and one-quarter days per month. However, in the first year of employment, employees will only receive one day per month as per Civil Service Regulations.

P. Unused sick time can be accumulated from year to year without limit. Upon termination of employment all unused sick time shall be paid to employees at 50% of its accumulation up to a maximum, which shall not exceed \$12,000.00. The Employer may grant an employee the use of their accumulated time for an extended illness.

Q. Unless otherwise indicated within this Article, the discipline for a violation of this article or abuse of sick time will be as follows:

1. First Offense: Oral warning.
2. Second Offense: Written warning.
3. Third Offense: Fine of one (1) days pay.
4. Fourth Offense: Fine of three (3) days' pay.
5. Fifth Offense: Fine of five (5) days' pay.
6. Sixth Offense: Termination.

ARTICLE VII
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) calendar days.

B. The "immediate family" shall only include current husband, current wife, child, parents, brother, sister and grandparents, current in-laws and step parents. The employee may utilize only four of the relationships described as immediate family.

C. Reasonable verification of the event may be required by the Employer.

D. An employee may make a request of the Director or his designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged against other current or accumulated leave.

ARTICLE VIII

INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits are provided.

B. Employees will receive the Local 945 medical plan which includes basic hospitalization/medical coverage, dental coverage, optical coverage, prescription coverage and life insurance \$10,000.00.

C. Employees covered by this agreement after serving 30 days of continuous employment shall receive I.B.T. Local 945 Medical Plan coverage. If the employee starts in the middle of the month or any part thereof, such coverage will start at the next full month of billing cycle. The Employer shall pay \$ 522.50 per employee, per month.

D. I.B.T. Local 945 Medical Plan Coverage shall become effective on March 1, 2003, and shall be the sole and exclusive source of health benefits provided to Local 945 members employed by the Township.

E. The parties agree that in the event the amount of the Employer's contribution set forth in Paragraph C increases, the parties shall reopen negotiations for the purpose of negotiating over the amount of the Employer's contribution, possible imposition of premium co-pays and/or changes in the scope of coverage provided. The parties further agree that in the event the cost of Employer-paid premiums under the Local 945 plan exceed those required under the Township's plan as offered to its other employees, then the Township shall have the right to change the medical coverage provided under this Article to that offered by the Township. As a condition to reopening the contract under this section, the Township must provide the Union with documentary proof that its health coverage costs less than that provided under the union plan.

ARTICLE IX

HOLIDAYS

A. Employees within the bargaining unit will receive 1 day's pay for all designated contract holidays at the employee's regular straight time rate of pay, though no work is performed on such days.

B. The designated contract holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

C. Any employee who is on a leave of absence (i.e., injury leave, workers' compensation or other unpaid leave) shall not be eligible for paid holidays, which fall during the employee's leave of absence.

D. All employees must report to work the day before and the day after said holiday in order to be paid for said holiday. Employees who call out sick, or are on any type of leave or otherwise do not work the day before and the day after said holiday will not be paid for said holiday. This rule will be enforced regardless of reason for the absence and even if physician note is supplied verifying illness. Employees can however take vacation in conjunction with a scheduled holiday and they will still be paid for the holiday, even though the employee did not work the day before and the day after said holiday.

E. Whenever an employee is absent from work on a holiday on which he is required to work, except when an employee is on an approved vacation, the employee will

automatically be placed on an unpaid leave of absence for that day, and shall receive no pay and no holiday pay for that day.

F. Employees who work on any of the above holidays shall be paid Holiday pay and paid for such work at the employees' regular rate of pay, subject to the overtime provisions of Article VI of this Agreement.

G. Employees shall receive one personal day per calendar year to be approved by Department Head in advance. Approval shall not be unreasonably withheld.

ARTICLE X

WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must immediately notify their supervisor in writing of the incident. A report must be filed either at day's end or, if hospitalization is required, the report must be filled out at the earliest possible date. Failure to report an accident shall result in loss of benefits.

ARTICLE XI
MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Employer within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XII

LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence and the employee will not receive pay.

B. If the leave is granted, the employee will be entitled to his old position provided he is capable of performing the work. During a leave, no seniority shall accumulate.

C. Family Leave of Absence – An employee may request leave under this Article pursuant to the Family Leave Acts as set forth in N.J.S.A. 34:11B-1 et. seq. and 29 U.S.C. 2601 et. seq. Such leaves shall be governed by applicable law.

ARTICLE XIII

JURY DUTY

A. Employees summoned to serve jury duty shall be paid their regular rate of pay. If an employee is released from jury duty before the end of his regular work day, he is required to report to work. Employees shall not be paid overtime nor shall jury duty count as time worked for overtime pay consideration. Any compensation received by the employee as a juror, except for meal and travel expenses shall be returned to Employer.

B. Employees shall produce a notice of jury duty or subpoena in order to receive pay pursuant to this Article.

ARTICLE XIV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XV

PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of ninety (90) days from the date of hire. The Employer reserves the right to extend the probationary period at its discretion and in conformity with civil service rules for an additional 30 days. Thereafter, any extension shall be jointly agreed to by the Union and Employer. During the probationary period, the Employer reserves the right to terminate a probationary employee for any reason or no reason. An employee, if terminated during the probationary period (or extensions thereto), shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE XVI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

UNIFORMS, ATTIRE, AND HAND HELD AND TRUCK RADIOS

A. All employees shall be provided five (5) sets of summer uniforms, five (5) sets of winter uniforms and one pair of work shoes/boots per year. Any employee who does not report to work in the issued uniform with shoes/boots will be sent home that day with no pay and will be subject to discipline.

B. Each employee shall be appropriately dressed with proper working attire assigned by management. Furthermore, each employee shall report to work properly groomed and ready to work.

C. Employees are not allowed to wear their uniform and/or work shoes/boots during off work hours.

D. An employee assigned a duty by management is required to carry a hand held radio and have the truck radio on at all time. The radio must be on channel one and turned on at a high volume to ensure the employee can monitor the radio. The employee assigned the radio is responsible for the radio. If the radio is lost, stolen or damaged the employee shall be subject to discipline in accordance with Civil Service rules and regulations

E. Failure to obey this Article shall result in the employee being subject to discipline in accordance with Civil Service Rules and Regulations.

ARTICLE XVIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Therefore, the Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of the Agreement all matters that were or might have been raised in all collective bargaining negotiations leading to the signing of the Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing executed by both parties.

C. It is further agreed that if any provision of this Agreement or application thereof to any person or circumstances shall be held invalid, the remainder of the Agreement or application of such provisions shall not be affected thereby.

ARTICLE XIX
UNION SECURITY

A. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is a member of the bargaining unit, but who is not a member of the Union.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after canceling their membership in the Union.

C. The amount of said representation fee shall be certified to the Employer by the Union within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its members.

D. The Union agrees to indemnify, defend and hold the Employer harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deductions.

E. The Employer shall remit the amounts deducted to the Union in a similar manner to which it remits regular dues, fees and assessments of members of the Union.

F. The Union shall establish and maintain at all times a demand and return system as provided by provided by N.J.S.A. 34:13A-5.5(C) (L.1979 c.477) and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not available, the Employer shall immediately cease making such deductions.

ARTICLE XX

CHECK-OFF

A. The employer, after receipt of written authorization from each individual employee, shall deduct the initiation fees, and dues from each Union members' pay check due him on the first payday of each month, and shall transmit them, in alphabetical order, within a week, but not later than the 15th of the month, to the Secretary Treasurer of the Union. Any member who does not receive a pay check on the first day of the month will have his dues deducted from the current month, a double deduction will be made the following month in order to bring the member up to date. Dues not already deducted from the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer for any reason whatsoever.

B. The Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues, and the proper amount of initiation fees.

C. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the Union in supplying to it information concerning the names of the Union members and the amount of dues and/or fees to be deducted.

ARTICLE XXI

MANAGEMENT RIGHTS

A. It is expressly agreed that the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To manage and direct employees, its properties and facilities utilizing personnel methods and means determined by the Employer.

2. To make rules of procedure and conduct, to determine the type of work to be performed, the location of the work, the work schedule, the schedules of work within work periods, and the methods, processes, and means of completing the work and the conduct of employees in performance thereof. To decide the number of employees needed for any particular job at any particular time and to be in sole charge of the quality and quantity of the work required.

3. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department. To make such operating changes as are deemed necessary by it for efficient and economical operation, including the right to change the normal work-week, the length of the normal workday, the hours of work, the beginning and ending time of each shift or assignment, and the number of shifts.

4. To hire, transfer, promote, demote, discharge, suspend or discipline all employees, whether permanent, temporary or seasonal.

6. To contract out any work subject to past practice and so long as contract does not result in permanent displacement of any bargaining unit members

7. To lay off or relieve employees from duty because of lack of work or for other legitimate reasons.

9. To promote and/or transfer employees to positions and classifications not covered by this Agreement. To promote and/or Transfer persons from positions and classifications not covered by this Agreement to positions and/or classifications covered hereby.

10. To use non-union personnel to perform bargaining unit work during manpower shortages as determined by management.

11. To randomly drug test all personnel. On behalf of the Union and all of its members, the Union waives the right to challenge the constitutionality of any drug test or testing program.

12. The Employer reserves the right to all other conditions of employment not reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only the specific and expressed terms hereof in conformance with the constitutions and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any national, state, county or local laws or regulations.

ARTICLE XXII

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union members shall entitle the Employer to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges; and
2. Termination of employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or from supporting any such activity by any other employee or group of employees of the Employer. Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring out compliances with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

E. The Employer agrees not to engage in a lockout.

ARTICLE XXIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2002 and remain in effect to and including December 31, 2007 without any reopening date, except as otherwise set forth herein This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of North Bergen, New Jersey, on this _____ day of _____.

I.B.T.C.W.H.A. LOCAL 945

NORTH BERGEN PARKS AND
RECREATION DEPARTMENT

BY: _____

