

COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF BERGEN

and

THE COMMUNICATIONS WORKERS OF AMERICA, Local 1034

concerning

THE MIDDLE MANAGEMENT UNIT AT THE DEPARTMENT OF (R)  
PARKS

January 1, 2004

Through

December 31, 2007

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**THIS AGREEMENT** made on this            day of            2004, by and between the County of Bergen, a body politic of the State of New Jersey, with its principal place of business located at Court Plaza South, 21 Main Street, Hackensack, New Jersey 07601, hereinafter referred to as the "Employer", and The Communications Workers of America, Local 1034, AFL-CIO, with its Office located at 26 High Street, Mount Holly, New Jersey 08060, 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 all Middle Management employees in the Bargaining Unit at the Bergen County Parks Department; 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 recognized the Union as the exclusive majority representative for collective bargaining on negotiable terms and conditions of employment for all middle management employees in the Bargaining Unit employed by the Employer in its Department of Parks, Division of Parks' and Recreation. Excluded therefrom are all other employees including craft workers, professionals, clerical employees, confidential employees, managerial executives and police, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:12A-1, et seq., as amended, hereinafter referred to as the "Act".

2. Attached hereto, as Schedule "A", is a list of all titles presently within the Bargaining Unit and covered by this Agreement. If during the term of the Agreement, employees are assigned titles which are not listed on Schedule "A", but are within the scope of the Bargaining Unit, then such titles shall be deemed added to Schedule "A".

## **ARTICLE 2**

### **TERM OF AGREEMENT**

1. This Agreement shall be in effect from January 1, 2004 through December 31, 2007.
2. The Agreement shall remain in effect until a successor Agreement is signed.
3. In the event that the County becomes eligible to join the New Jersey Manufacturer's Associations, the County shall do so at the earliest practical time subsequent to eligibility.

### ARTICLE 3

#### COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining for the term beginning January 1, 2008 shall commence on or about September 15, 2007.
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 this Public Employer as defined by the "Act" or prevent the Public Employer from carrying out the duties and responsibilities conferred upon the Employer by the Laws of the State of New Jersey in the most efficient and economical manner, nor except as otherwise provided herein, shall this Agreement be construed as preventing the Public Employer from carrying out the customary functions of an employer, including but not limited to the following rights: to hire, promote, discipline, suspend or fire, to direct the work force and schedule hours of work, to plan, control and direct the operations of the Employer, to discontinue operations or reorganize operations, and in connection herewith, to reduce the number of employees, introduce new methods, equipment or procedures, whether or not the number of employees is reduced and to introduce work rules which are consistent with the terms of this Agreement.
2. The exercise of the Employer's rights are subject to both the Laws of the State of New Jersey and the provisions of this Agreement.

### ARTICLE 5

#### NON-DISCRIMINATION

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

### ARTICLE 6

#### WORKING TEST PERIOD

1. Employees shall be probationary employees until they have successfully completed ninety (90) days of Regular Employment (not to be extended), hereinafter referred to as the "Working Test Period."
2. Probationary employees shall have such right to grieve as is provided by the Rules of

the New Jersey Department of Personnel. The applicable rules are incorporated by reference into this Agreement.

3. The Employer reserves the right to discharge, suspend or otherwise discipline probationary employees and such employees have no contractual right to grieve any discipline relating to any terms or conditions of employment except as in Paragraph no. 2.

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

## ARTICLE 7

### EMPLOYEE DEFINITIONS

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

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

3. Employees shall receive benefits as provided for by this Agreement.

## ARTICLE 8

### WORK DESCRIPTIONS

1. The parties agree to establish a job description advisory committee which will meet for the purpose of recommending job descriptions which accurately identify work performed, which must be approved by the NJ Department of Personnel before application.

2. The Employer and the Union shall designate two (2) persons to serve on such Committee. The Committee shall meet at mutually agreeable dates and times.

## ARTICLE 9

### HOURS OF WORK AND OVERTIME HOURS

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

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

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

## ARTICLE 10

### PAYMENT FOR HOURS WORKED

1. Employees paid for holidays recognized by this Agreement shall be deemed to have worked the hours for which they were paid.
2. Employees who are paid for vacation leave, sick leave, personal and other paid leave, shall be deemed to have worked the hours for which they were paid.

## ARTICLE 11

### ANNUAL RATES OF PAY AND INCREASES THERETO

1. Each title within the bargaining unit is set forth on Schedule "A" attached hereto. If the Employer introduces new titles within the bargaining unit, then the rates of pay for such titles shall be negotiated with the Union.
2. Employees shall be paid an 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 pay, if any, divided by the number of annual hours regularly scheduled to work.
4. Employees shall be paid by check issued one time in every fourteen (14) day period.
5. Employees hired on or after January 1, 1998 but not employees promoted into the bargaining unit, shall receive their first increase to their annual rate of pay on the first anniversary of their date of hire. Such increase in the rate shall be the same as that received by other bargaining unit employees on the preceding January 1st. Thereafter, such employees shall receive an increase to their annual rate of pay effective on the next following January 1.
6. The term "date of hire" is defined as the first day on which an employee worked for the County of Bergen.

## ARTICLE 12

### COMPENSATORY TIME OFF

1. 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.
2. Use of CTO hours shall be scheduled at the discretion of the Department Head or designee.
3. All compensatory time off accrued in any one year must be taken off by March 31 of the next succeeding year or be forfeited.

4. Subject to the discretion of the Department Head as set forth in Paragraph 7, employees required to work on recognized holidays may accrue compensatory time off for such hours worked except employees required to maintain a residence on Bergen County Parks Department property shall not receive compensatory time off.

5. If the Department Head determines that compensatory time off is not in the best interest of the Employer, then employees shall be paid for time worked on holidays.

#### ARTICLE 13

#### PAY FOR TEMPORARY WORK ASSIGNMENTS

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

Effective on the tenth (10th) day of such performance and then retroactive to the first (1st) day, such employees shall be paid their annual rate of pay prior to such assignment plus five (5) percent.

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

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

4. If employees so assigned, do the work of a title with a higher rate of pay for a period in excess of six (6) 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 Department of Personnel. The provisions of this paragraph shall not be applicable to temporary assignments to replace employees who are on leave of absence and expected to return to work.

#### ARTICLE 14

#### VACANCIES IN JOB TITLES

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

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

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



## ARTICLE 15

### RATES OF PAY UPON PROMOTION

1. Employees who are promoted to titles as those set forth on Schedule "A" shall be paid either the greater of the minimum annual rate of pay for the higher pay grade or their annual rate of pay prior to promotion plus seven and one-half (7 1/2%) percent.
2. If the Employer decides to pay a promotional increase greater than the increase provided above, it shall notify the Union prior to the effective date of the increase.
3. Any employee demoted from a promotional opportunity obtained on or after January 1, 2004 shall receive a seven and one-half (7 1/2%) percent decrease in their base salary.
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. Six and one-half (6 1/2%) percent decrease in base salary, whichever is lesser.

## ARTICLE 16

### PAY WHILE DISABLED

1. The Employer shall provide employees with a disability insurance benefit program during the term of this Agreement. The Employer shall pay the premium for the benefit.
2. The benefit provided shall be that provided by the Employer during the previous Agreement and shall include a benefit of seventy (70%) percent of the individual employee's pay, to a maximum benefit of \$150.00 per week.
3. The waiting period before the payment of the benefit begins is thirty (30) days.
4. The maximum period for payment of the benefit is fifty-two (52) weeks.
5. Employees eligible for the benefit, who have accrued sick leave, may choose to receive the benefit and to be paid for such sick leave so that the total of the benefit and sick leave pay will equal their regular bi-weekly pay.
6. The Employer reserves the right to self-insure or to substitute another insurance company to provide equal or greater benefits.
7. The Employer will offer employees the right to purchase up to the state minimum through payroll deduction.

## ARTICLE 17

### LONGEVITY PAY

1. Employees who have completed consecutive unbroken years of full-time employment with the Employer, shall receive longevity pay as follows:

	<u>1/1/04</u> <u>Year 1</u>	<u>1/1/05</u> <u>Year 2</u>	<u>1/1/06</u> <u>Year 3</u>	<u>1/1/07</u> <u>Year 4</u>
6 Years	\$250	\$250	\$300	\$300
9 Years	500	500	600	600
14 Years	900	900	1,000	1,100
17 Years	1,100	1,100	1,250	1,250
23 Years	1,200	1,300	1,400	1,500

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

3. Employment, within the meaning of Paragraph 1 hereinabove, shall be deemed broken when the Employer is no longer paying the employee or no longer paying premiums for the employee's coverage in the County Health Benefits Plan or any plan substituted therefore.

## ARTICLE 18

### SENIORITY

1. Seniority is defined as the period of continuous employment as measured from an employee's date of hire with the Employer.

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

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

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

5. Seniority, as defined in Paragraph 1 hereinabove, shall have no application to promotions, demotions, layoffs and rehires which shall be made in accordance with the rules of the New Jersey Department of Personnel.

## ARTICLE 19

### LAYOFFS AND REHIRES

1. If the Employer decides to layoff or to rehire employees, then the same shall be done in accordance with the rules of the New Jersey Department of Personnel.
2. Notices of any layoff shall be served upon the employees affected forty-five (45) days before the effective date of such layoff.
3. A copy of all layoff and rehire notices shall simultaneously be delivered to the Union.
4. Employees who receive notices of layoff shall have "bumping rights" as may be recognized by the Rules of the New Jersey Department of Personnel.
5. In the event of layoffs, the parties agree to meet to discuss the wage rates of impacted employees.

## ARTICLE 20

### HOLIDAYS

1. The Employer recognizes the following holidays:

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

The day of the holiday will be the actual holiday, unless the employee works a Monday through Friday schedule.

2. Employees shall be paid for such holidays whether or not they are scheduled to work.
3. Holidays which occur on a Sunday shall be observed on the next Monday, and holidays which occur on a Saturday shall be observed on the preceding Friday.
4. If holidays occur during vacation leave, then additional vacation days may be scheduled by the Employer.
5. If holidays occur during a period of paid absence (sick leave, terminal leave, jury duty leave, compensatory time off, vacation leave or funeral leave), then employees on such leave shall be credited for such holiday.

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

7. The Employer, for good cause, may disallow holiday pay for employees who do not work the date before or the day following a holiday.

8. Effective January 1, 2004, employees will be entitled to take their birthday off, subject to the following conditions:

a. The employee shall not be eligible for holiday pay nor paid holiday pay if they work the day.

b. If an employee's birthday falls on a Saturday or Sunday and the employee is not scheduled to work that day, the Saturday birthday will be celebrated on Friday and the Sunday birthday will be celebrated on Monday.

c. If a holiday falls on the employee's day off, 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 (5%) percent of the employee's division have the same birthday, then the employee (s) will take the birthday during the week the birthday occurs.

## ARTICLE 21

### VACATION LEAVE

1. Employees shall be entitled to the following vacation leave:

a. During the first year of continuous unbroken employment, one (1) day per month for the first eleven (11) months and four (4) days in the twelfth month for a total of fifteen (15) days per year.

b. During the second year of continuous unbroken employment to and including the completion of the fifth year, one and one-fourth (1 ¼) day per month for a total of fifteen (15) days per year.

c. During 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 will be earned.

2. After employees have completed their first six (6) months of employment, they may ask to take the balance of their vacation leave for the year ending December 31st.

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

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

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

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

7. 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.

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

9. 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 or a designee.

10. Vacations shall be scheduled by the Department Head or a designee. Preference for vacation leave shall be given to the employee with the greater seniority. All requests for vacation leave must be approved by the Department Head or a designee.

11. All requests for vacation leave of one (1) day must be made with no less than three (3) working days prior notice to the Department Head or a designee, and all requests for vacation leave of two (2) or more days must be made upon ten (10) working days prior notice to the Department Head or a designee.

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

## ARTICLE 22

### SICK LEAVE

1. a. Sick leave is defined as paid leave, subject to the limitation of Paragraph 8, for employees due to their personal illness or an accident which is not job related, or a disability which prevents them from performing their usual work.

b. Sick leave may be granted for the serious illness of a member of an employee's immediate family or household (as defined in Article 26) who require the employee's attention and care. The circumstances of the illness must be of an 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.

2. Employees who are unable to work due to illness (or any other reason) shall give notice to the Department Head or a designee. The Employer will provide a telephone number for the employees to call and give such notice. Notice is defined to mean a telephone call to the Department Head or a designee at least one 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. 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 or a designee. Such request shall be made at a time reasonably proximate to the period of absence.

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

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

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

8. 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) shall be accrued.

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

9. 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.

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

11. 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 31<sup>st</sup> 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 15<sup>th</sup> 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 23

### INJURY LEAVE

1. Injury leave, as distinguished from sick leave, is defined as paid leave approved by the Employer for absence from work caused by an accident, illness or injury, which occurred while working and which is compensable under the statutes of the State of New Jersey which govern Workers Compensation or any policy of Workers Compensation Insurance maintained by the Employer and applicable to the said employees. The applicable provisions of the New Jersey Workers Compensation Act are incorporated by reference.
2. Injury leave benefits are subject to the same rules and regulations as workers compensation claims, and payment shall not be made if the accident is proved to have been due to intoxication or willful conduct by employees.
3. Employees absent from work due to an accident, illness or injury covered by Workers Compensation, who 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) working days for each new and separate injury.
5. Payment shall be by checks issued by the Employer in the full amount of the employee's pay for regularly scheduled hours. Employees who receive compensation checks for temporary disability due to injury during the aforesaid 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; or

6. Checks shall be issued by the Employer in amounts equal to the difference between pay for regularly scheduled hours and the amount of Workers Compensation payments received by the employees during the aforesaid 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 x-credited to the employee.

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

11. The Employer, at its expense, may require employees to furnish medical proof or submit to 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. After all injury leave is used and upon application, employees may be granted additional injury leave at the discretion of the Bergen County Executive. Decisions of the County Executive on such applications are not subject to grievance. After all injury leave is used, employees may elect to use any sick leave, vacation leave or compensatory time accrued at the time of the injury.

## ARTICLE 24

### PERSONAL LEAVE

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

2. Employees are entitled to one (1) day personal paid leave during each year. Effective



January 1, 2005, there shall be an additional (1) day for a total of two (2) personal leave days. Effective January 1, 2006, there shall be another (1) day for a total of three (3) personal days.

3. Personal leave shall not be accrued from year to year.
4. The Department Head or a designee shall be notified by employees in advance of their intention to use personal leave. Except in emergencies, prior approval of the Department Head or a designee must be obtained before personal leave may be taken.
5. Effective January 1, 2004, an employee subsequently employed by the County must work at least six (6) months before being allowed to use personal leave.

## ARTICLE 25

### 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.
2. Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and in addition, any other employee relative residing in the same residence as the employee 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 or a designee and within thirty (30) days of the period of such leave.
4. Effective January 1, 2005, add aunt, uncle and domiciled partner to those people upon which bereavement leave may be taken (day of funeral only). Domiciled partner is defined as the designated beneficiary on the employee's insurance plan under PERS.

## ARTICLE 26

### 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.
  - a. A personal leave of absence shall not be granted for the purpose of employees seeking or accepting employment with any other employer.
  - b. A personal leave of absence, if granted, shall be on condition that the employee intends to return to work. If the employee fails to return within five (5) working days after the expiration of the leave of absence, then the Employer, in accordance with applicable rules of the Department of Personnel, may deem such employee to have

resigned not in good standing.

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".

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.

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, 48 U.S.C., Section 20 21, 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)

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 5(a) and 5(b) shall be retained by them.

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

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

7. Jury Duty Leave:

a. Upon application, 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.

8. 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.

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

## ARTICLE 27

### HEALTH BENEFITS

1. Medical Benefits:

a. Upon application, employees, their spouses and eligible dependents, as defined, shall be enrolled in the Bergen County Health Benefits Plan, hereinafter referred to as the "County Plan".

The Employer agrees to provide the health benefits described in the County Plan to such employees, spouses and eligible dependents. The benefits shall be equivalent to the benefits of the New Jersey State Health Benefits Plan. The employer shall pay the entire premium for such health benefits.

The Employer reserves the right to substitute another insurance carrier in place of the County Plan and to provide benefits which are equivalent to the benefits provided by the County Plan.

The provisions of Paragraph I shall be for the term of this Agreement exclusively January 1, 2004 through December 31, 2007.

b. Employees will be required to obtain pre-certification on hospital admissions, chiropractic, physical therapy and all mental health counseling. Second opinions will be required on surgery. The County will pay all costs in securing second opinions. The level of benefits to employees has not changed. Failure to obtain pre-certification or second opinion will result in a penalty of doubling the annual deductible. Such penalty can be imposed only once a year. All employees will 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).

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

d. Effective January 1, 2004, unit employees hired prior to July 1, 1997 shall have their deductible increased to \$150.00 individual/\$300.00 family, Effective January 1, 2005, all unit employees shall have the following deductibles: \$200.00 individual/\$400.00 all others.

2. Dental Benefits: Upon application, employees shall be enrolled in the Dental Benefits Insurance Program sponsored by the New Jersey Dental Service Plan, Inc. ("Delta Plan").

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

b. The benefits provided by the "Delta Plan" and the rate scheduled are incorporated herein by reference. The Plan shall provide maximum annual benefits of \$1,000.00 for dental services.

c. The Employer reserves the right to substitute a different insurance carrier which provides equivalent or better benefits than are provided by the "Delta Plan". The annual maximum shall be increased to \$1,100.00, effective January 1, 2005; and, \$1,300, effective January 1, 2007.

3. Prescription Drugs: Upon application, employees shall be enrolled in the prescription drug plan sponsored by the Paid Prescription Plan.

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

b. Effective as of the signing of this Agreement there shall be five dollar (\$5.00) co-payment for generic drugs; fifteen dollar (\$15.00) co-payment for name-brand drugs; and, seven dollar and fifty cents (\$7.50) co-payment for mail order prescription (90 day supply).

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

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

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

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

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

d. There shall be a two-hundred (\$200.00) dollar benefit per year for the employee (as defined above) but four-hundred (\$400.00) dollars may be used collectively in years 2004 and 2005. There shall be two hundred twenty five (\$225.00) dollar benefit per year for the employee (as defined above), but four hundred fifty (\$450.00) dollars may be used collectively in years 2006 and 2007.

- e. Dependent will be defined pursuant to the County's medical insurance plan.

## ARTICLE 28

### 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 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:

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 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.

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.

## ARTICLE 29

### PENSION BENEFIT

1. Membership in the New Jersey Public Employees-Retirement System ("PERS"), requires that a contributory pension plan is compulsory for all provisional employees and to all permanent employees who earn at least Fifteen Hundred (\$1,500.00) Dollars per year. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the retiring member or beneficiary may qualify. Pension planning and advisory services are available in the Personnel Department of the Employer. Employees are encouraged to make use of this service early in their careers.

2. Employees who are required to join the "PERS" receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate contribution for this additional life insurance is three-quarter (3/4) of one (1%) percent of the base salary.

3. The total amount of life insurance payable depends upon three factors: annual salary, age and pension membership status at the time of death. If employed at the time of death, insurance coverage, is one and one-half (1 ½) times the employee's annual salary or three (3) times if the employee has Contributory Life Insurance Coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retirees without cost to them, but

the total amount of coverage is reduced as provided by the rules of PERS.

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

## ARTICLE 30

### 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.

3. Disciplinary warnings placed in the employees' personnel file files shall be removed there from after two (2) years of such placement on condition that there have been no additional disciplinary warnings placed in such files prior to the conclusion of the two (2) years.

## ARTICLE 31

### UNIFORM ALLOWANCE

1. Employees hired before January 1, 1988 shall receive a uniform allowance as heretofore provided. Employees hired on or after January 1, 1988 shall not receive a uniform allowance.

2. The Employer shall provide uniforms to those employees whose jobs require uniforms as determined by the Department Head. Effective January 1, 1998, all employees covered by this Agreement other than as specified in Paragraph 3 herein shall receive their clothing allowance in full in the first month of each year.

## 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 \$50.00 per credit, except as noted below;
- d. Employees shall be entitled to a reimbursement for not more than six (6) credits per calendar year, except as noted below;
- e. The employee has successfully completed the course and proof thereof has been furnished to the Employer; and,
- f. 1. Effective July 1, 2004-reimbursement shall not exceed nine hundred (\$900.00) dollars per year (\$150.00 per credit)
- 2. Effective July 1, 2005-reimbursement shall not exceed one thousand three hundred fifty (\$1350.00) dollars per year (\$175.00 per credit).
- 3. Effective January 1, 2007-reimbursement shall not exceed one thousand eight hundred (\$1,800.00) dollars per year (\$200.00 per credit).

### ARTICLE 33

#### REIMBURSEMENT FOR LICENSURE FEES

- 1. If employees are required to have a non-professional license as a condition of their performing work, then the Employer shall reimburse such employees for the fees paid by them to obtain such licenses.
- 2. Examples of license fees which are to be reimbursed are: articulated motor vehicle driver's license, on condition that the employees are assigned work requiring such a license, certified pesticide applicator and all other license fees required by the Employer.
- 3. No reimbursement shall be made for the fee paid for an ordinary motor vehicle driver's license.

### ARTICLE 34

#### PHYSICAL EXAMINATION

- 1. Upon application, employees shall be entitled to receive a physical examination at the Occupational Medical Center in Hackensack, N.J. In addition, female employees may have a breast examination and a PAP smear test and qualified male employees may have a P.S.A. test. All or any portion of the testing shall be voluntary on the part of the employee, and with no expense to the employees.
- 2. Employees desiring a physical examination shall notify the Department Head or designee, in writing.



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

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

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

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

#### **ARTICLE 35**

#### **USE OF PERSONAL VEHICLE**

1. If the Department Head or a designee authorizes employees to use their personal motor vehicle for the business of the Employer, such as travel between parks during regularly scheduled hours of work or during overtime work, then such employees shall be reimbursed at the rate of twenty-five (\$.25) cents per mile traveled. Effective July 1, 2004, the rate shall be thirty (\$.30) cents per mile. Effective January 1, 2005, the rate shall be 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 36**

#### **CONTRACTING OUT WORK**

If the Employer in the exercise of its managerial prerogative determines to terminate any work being performed by employees within the bargaining unit and to have such work performed in the future by an outside party, whether by contract, franchise or other agreement, then the Employer shall give notification to the Union of such determination no less than forty-five (45) days prior to the implementation of the determination. The Employer will promptly meet with the Union and discuss, but not negotiate, the impact of such determination upon the employees.

#### **ARTICLE 37**

#### **UNION SECURITY**

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

grades of those employees within the bargaining unit no later than 14 days of the effective date of such changes.

2. The Employer will provide the Union with the use of one (1) bulletin board, 30" by 30", for the purpose of facilitating communication between the Union and the employees in the bargaining unit concerning Union business. Materials which are posted shall not contain any personal comment upon the Employer or representatives of the Employer.

3. The Employer shall deduct uniform Union membership dues from the earnings of those employees who file written authorizations for such deductions. Dues will be deducted in each pay period and transmitted to the Union not less than one time during each month.

4. The Employer shall deduct from the pay of all employees covered by this Agreement who have not submitted written authorization for dues deductions, the maximum amount permitted by statute to be deducted from pay in lieu of membership dues. The amount shall be deducted in each pay period and transmitted to the Union not less than one time each month.

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

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

7. The Employer shall recognize up to two (2) stewards as designated by the Union. When authorized by the Department Head, stewards may be released from work without loss of pay during normal working hours to attend Grievance Hearings and to carry out the intent and purpose of this Agreement.

## ARTICLE 38

### GRIEVANCE AND ARBITRATION PROCEDURE

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

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

b. The application, interpretation or alleged violation by the Employer of Employer work rules, regulations or administrative decisions not expressly included in this Agreement, which, nevertheless, intimately and directly affect the work and welfare of the employees provided that the event grieved does not infringe upon the inherent managerial prerogative of the Employer; and further provided that the event grieved

otherwise qualifies as a negotiable term and condition of employment.

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

d. 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 subsequent to the employees resignation or retirement.

2. All disputes concerning major disciplinary action, as defined by N.J.A.C. 4A:2.2(a) 1-5 which is incorporated by reference, and all other matter which are within the exclusive jurisdiction of the State of New Jersey Department of Personnel are excluded from the definition of grievance and such disputes shall be processed in accordance with the rules of the New Jersey Department of Personnel.

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

b. Employees shall discuss the grievance with their immediate supervisor who shall make a verbal response within ten (10) 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 are not satisfied with the decision, then a written request for a hearing may be filed with the Director of Personnel within then (10) calendar days of the response of the Department Head.

d. The Director of Personnel grievance hearing will be scheduled within ten (10) calendar days of receipt of the grievance he/she and shall advise the employees and the Union of the decision, in writing, within ten (10) working 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. Based on cost effectiveness and to preclude unnecessary procedural and legal expenses, the parties have agreed that arbitration expenses shall be borne by the party unsuccessful with the arbitration and appeal procedure referring to any employment matter.
5. Employees shall be disciplined only for such cause as is set forth in the rules of the Department of Personnel, N.J.A.C. 4A:2-2.3(a) 1-8, which are incorporated by reference.
  6. Employees who have not completed the probationary period shall not have a contractual right to file a grievance, but shall have such rights as may be provided by the rules of the Department of Personnel.

#### **ARTICLE 39**

##### **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 40**

##### **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 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 41**

#### **CONTINUATION OF PRIOR TERMS AND CONDITIONS OF EMPLOYMENT**

Those past practices of the Employer, which qualify as negotiable terms and conditions of employment, within the meaning of the New Jersey Employer-Employee Relations Act, which were expressly recognized by the Employer and uniformly applied to all employees in the bargaining unit, and which have not been negotiated upon and changed, or otherwise modified by the parties during collective bargaining, shall be continued during the term of this Agreement.

#### **ARTICLE 42**

#### **CONTINUATION OF AGREEMENT**

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

#### **ARTICLE 43**

#### **SAVINGS PROVISION**

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

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

court, begin to re-negotiate such term or condition.

**ARTICLE 44**

**RESIDENT EMPLOYEES**

1. Employees who are required to maintain a residence on the Employer's premises shall have such rights as are provided to such employees by the New Jersey Landlord Tenant Relations Act.
2. The Employer reserves the right to discontinue such residence requirement on 120 days' notice.

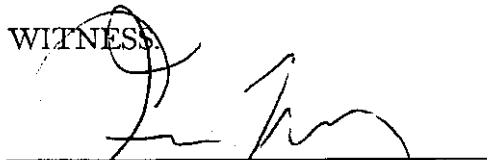
**ARTICLE 45**

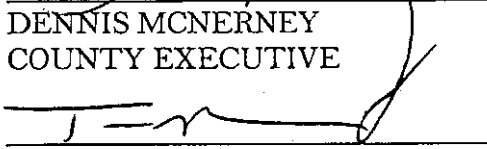
**ENTIRE AGREEMENT**

The parties acknowledge that they have 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.

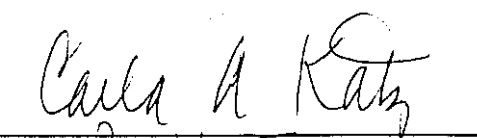
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its proper officer and witnessed on the day and year shown on Page One.

WITNESS

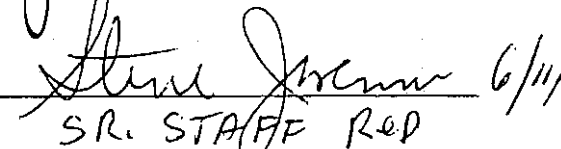
  
\_\_\_\_\_  
DENNIS MCNERNEY  
COUNTY EXECUTIVE

  
\_\_\_\_\_  
TIMOTHY J. SAFIN  
County Administrator

  
\_\_\_\_\_  
RALPH W. KORNFELD  
PERSONNEL DIRECTOR

  
\_\_\_\_\_  
CARA President

  
\_\_\_\_\_  
ASST. TO PRESIDENT 6/11/04

  
\_\_\_\_\_  
SR. STAFF REP 6/11/04

  
\_\_\_\_\_  
Robert Baile

  
\_\_\_\_\_  
Michael Reed

**SCHEDULE "A"**

## TITLE

Chief Security Guard  
Construction Coordinator  
Coordinator, Contract Operations  
County Park Manager  
County Park Superintendent  
Environmental Center Manager  
General Supervisor of Parks  
General Supervisor of Trades  
Golf Superintendent  
Landscape Architect  
Management Specialist  
Principal Engineer  
Principal Park Naturalist  
Supervising Security Guard  
Zoo Director

## SCHEDULE B

### INCREASES TO ANNUAL RATES OF PAY

Retroactive to January 1, 2004, there shall be a three and one-half (3.50%) percent across the board base increase applied to all employees' base wages for those on the payroll as of the date on which the Agreement is ratified.

On January 1, 2005 there shall be a three point sixty five (3.65%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2004.

On January 1, 2006 there shall be a three and three quarter (3.75%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2005.

On January 1, 2007, there shall be a three point eighty five (3.85%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2006.

Anything to the contrary in Paragraph A 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 1<sup>st</sup> or July 1<sup>st</sup> 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.