

220442
D. J. Ryan

COLLECTIVE BARGAINING AGREEMENT

Between Bergen County Board of Supervisors & Freeholders
~~THE COUNTY OF BERGEN~~

and

LOCAL 1044, CWA, AFL-CIO

concerning

THE (FIXED ANNUAL UNIT AT THE
BERGEN COUNTY PARKS DEPARTMENT)

January 1, 1989

through

X December 31, 1991

Prepared by:

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THIS AGREEMENT made on this day of , 198
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 Towers South, 21 Main Street, Hackensack, New Jersey 07601,
hereinafter referred to as the "Employer", and Communication
Workers of America, Local 1044, AFL-CIO located at 107 High Street
Mount Holly, New Jersey, hereinafter referred to as the "Union".

WHEREAS, the Union has been certified by the New Jersey
Public Employment Relations Commission as the majority represen-
tative for the bargaining unit consisting of all fixed annual
salary employees, hereinafter referred to as "F.A.'s", (but exclud-
ing managerial executives and confidential employees as defined
hereinbelow, at the Employer's Bergen County Parks Department; and

WHEREAS, the Employer and the Union have negotiated the
terms and conditions of employment for the employees in the afore-
said bargaining unit and reached an understanding on all terms
and conditions of employment and both the Employer and the Union
wish to reduce such understanding to writing;

NOW, THEREFORE, in exchange for the promises, covenants
and undertakings contained in this Agreement, the Employer and
the Union agree as follows:

ARTICLE 1 - RECOGNITION

1. The Employer recognizes the Union as the exclusive
representative for collective negotiations respecting terms and
conditions of employment for all fixed annual salary employees,
hereinafter referred to as "F.A.'s" in the bargaining unit but
expressly excluding therefrom all managerial executives and con-
fidential employees, within the meaning of the New Jersey Employer-
Employee Relations Act, hereinafter referred to as the "Act".
The job titles presently in the bargaining unit are set forth in
Schedule "A" attached hereto.

ARTICLE 2 - TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 1989 through December 31, 1991.

ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties.

2. Collective negotiations for the term beginning January 1, 1992 shall commence no later than September 15, 1991.

ARTICLE 4 - MANAGEMENT RIGHTS

1. Except as otherwise provided herein, nothing contained in this Agreement shall abrogate the inherent managerial rights of a Public Employer as defined in the Act, or prevent the Employer from carrying out the duties and responsibilities conferred upon the Employer by the Laws of the State of New Jersey in the most efficient and economical manner nor, except as otherwise provided herein, shall this Agreement be construed as preventing the Employer from carrying out the customary functions of an employer, including but not limited to the following rights: to hire, 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 therewith, to reduce the number of employees, introduce new methods, equipment or procedures whether or not the number of employees is reduced and to introduce work rules which are not inconsistent with the terms of this Agreement.

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

1. 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 - ANNUAL RATES OF PAY

1. Employees shall receive increases to their annual rates of pay as the same existed on December 31, 1988 in the manner set forth below:

(a) Effective January 1, 1989, the annual rates of pay shall be increased as set forth on Schedule "B".

(b) Effective January 1, 1990, the annual rates of pay shall be increased as set forth on Schedule "B".

(c) Effective January 1, 1991, the annual rates of pay shall be increased as set forth on Schedule "B".

2. Employees who are hired after 1988 (but not employees promoted into the bargaining unit) shall receive their first increase to their annual rates of pay on their first anniversary dates of hire. Thereafter, their increases shall be effective January 1 next following.

~~3. Each job title has a minimum and maximum annual rate of pay exclusive of longevity pay.~~

ARTICLE 7 - LONGEVITY PAY

1. Employees who have completed consecutive unbroken years of full-time employment as set forth below with the Employer

or its predecessor, the Bergen County Park Commission, shall receive longevity pay as follows:

<u>Number of Years</u>	<u>Annual Longevity Pay</u>
After completion of six (6) years of employment	\$200.00
After completion of nine (9) years of employment	400.00
After completion of fourteen (14) years of employment	800.00
After completion of nineteen (19) years of employment	1000.00

2. Longevity pay shall be paid in 26 equal payments in each year of the Agreement commencing in the first pay period and it shall be included as part of the annual rate of pay.

ARTICLE 8 - JOB DESCRIPTIONS

1. The parties agree to establish a job description advisory committee which will meet for the purpose of recommending job descriptions which reflect the work being done.

2. Both the Employer and Union shall designate two (2) individuals to serve on this committee, which will meet at mutually agreeable times.

ARTICLE 9 - PROMOTIONS

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

2. The Employer reserves the right to decide whether or not to fill vacancies.

ARTICLE 10 - RATES OF PAY UPON PROMOTION

1. Employees who are promoted to a job title with a higher pay grade shall have their annual rates of pay increased by seven and one-half (7 1/2%) percent effective upon promotion.

ARTICLE 11 - TEMPORARY WORK ASSIGNMENTS

1. Employees who are expressly assigned for a temporary period by the Parks Department Head to perform the work of job titles with higher pay grades shall be compensated for such performance of the new job titles in the following manner:

Effective on the tenth (10th) day of the performance of the new job title, and then retroactive to the first (1st) day, such employees will receive their existing rates of pay plus an additional five (5%) percent. The Employer shall not interchange employees temporarily performing the higher job roles for the purpose of avoiding payment under this section.

2. If employees work in the new higher job roles for a period in excess of four (4) consecutive months, they shall be forthwith appointed by the Employer to the said new higher job and shall be paid accordingly, provided that such temporary assignment is not to take the place of employees who are on leave and are expected to return to work.

ARTICLE 12 - PROBATIONARY PERIOD

1. Employees shall be probationary employees until they have completed ninety (90) days of employment.

2. The Employer reserves the right to discharge, suspend or otherwise discipline probationary employees and they shall have no contractual right to grieve concerning any term or condition of employment nor shall they have any seniority during the probationary period.

ARTICLE 13 - SENIORITY

1. Seniority is hereby defined as the length of continuous employment of an employee by the Employer as measured from the permanent date of hire. A seniority list which sets forth the names of all employees in the bargaining unit and their dates of hire is attached hereto as Schedule "D". The Employer will prepare a revised seniority list and transmit it to the Union during the month of January during the term of this Agreement.

2. The parties will recognize seniority, as defined in Paragraph 1, as a factor in the scheduling of job assignments, hours, working conditions, vacations, promotions and demotions, job openings and transfers.

3. Benefits based upon years of employment shall be measured from the date of permanent hire by the Employer or its predecessor, the Bergen County Parks Commission.

ARTICLE 14 - HOLIDAYS

1. The Employer recognizes the holidays set forth below: New Year's Day, Martin Luther King Day (the third Monday in January), Lincoln's Birthday, Washington's Birthday (observed on the third Monday in February), Good Friday, Memorial Day (observed on the last Monday in May), Independence Day, Labor Day, Columbus Day (observed on the second Monday in October), Election Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Employees shall be paid for such holidays whether or not they are scheduled to work on such holidays.

2. Those holidays which occur on a Sunday shall be observed on the next Monday and those which occur on a Saturday shall be observed on the preceding Friday.

3. If one or more holidays fall during a vacation leave, then an additional vacation day or days shall be scheduled by the Employer.

4.(a) If a holiday, one or more, fall during a period of

paid leave (sick leave, terminal leave, jury duty leave, compensatory time off, vacation leave and funeral leave), then employees on such leave shall be paid for the holidays.

(b) If one or more holidays fall during an unpaid leave of absence, then employees shall not be paid for the holidays.

(c) The Employer for good cause may disallow holiday pay for employees who do not work the day before or the day following a holiday.

5. If employees are required to work on any of the aforesaid enumerated holidays, then they shall be granted compensatory time off for each such holiday worked at the rate of time and one-half (1 1/2) the hours worked, except for employees who are required to maintain residence on Bergen County Parks Department property.

ARTICLE 15 - VACATION LEAVE

1. Employees shall earn and accumulate vacation leave in the following manner:

(a) In the first year of employment, one day per month during the first eleven (11) months and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month.

(b) From the beginning of the second year, to and including the completion of the fifth year, one and one-fourth (1 1/4) days per month (15 days per year).

(c) From the beginning of the sixth year and thereafter, one and two-thirds (1 2/3) days per month (20 days per year).

2. General Provisions concerning Vacation Leave:

(a) When employees complete their first six months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any

vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise, any negative vacation balance shall either be charged to available compensatory time off or time deducted from such employee's pay.

(b) If employees are terminated prior to repayment of advanced vacation leave, then the necessary pay adjustment shall be made to such employees' final paycheck to recover the value of the advanced vacation leave.

(c) Earned vacation leave for one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, employees shall not be allowed to receive pay in place of taking earned vacation leave.

(d) If employees resign with proper notice, not less than 14 days, or plan to retire, such employees shall be paid for earned and unused vacation leave as of the effective date of termination. In no case may employees be paid for more than two (2) years of unused vacation leave.

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

(f) Employees while on vacation leave shall be paid the same amount that they would have earned during their regular hours of work.

(g) Employees on leaves of absence without pay for more than two (2) weeks in any month shall not earn vacation leave during such months.

(h) Employees on scheduled vacation leave or sick leave shall continue to accrue vacation leave as set forth in Article 15.

(i) If holidays occur during periods of vacation leave, then the holidays shall not be charged against the employees' vacation leave, and additional vacation days shall be scheduled and approved by the Employer.

(j) Employees, upon request, shall receive their pay for the period of vacation leave prior to their commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one week vacation is to be taken and the employees have notified the Parks Department Head at least thirty (30) days prior to the commencement of the vacation.

(k) Vacations shall be scheduled by the Parks Department Head. All employees shall be scheduled for at least a one week vacation during the period June 1 through August 31. If there are conflicts in schedules, then preferences shall be given to the employees with greatest seniority. All requests for vacation leave must be approved by the employees' supervisor. The Employer may require that vacations be scheduled in other than the summer months, when the needs of the Parks Department require.

ARTICLE 16 - SICK LEAVE

1. If employees are unable to report to work due to illness (or for any other reason), then they shall give notice to the Parks Department Head or a designee. The Employer shall provide a telephone number for the employees to call and give notice. Proper notice shall require telephone notice to the Parks Department Head or a designee either fifteen (15) minutes before or fifteen (15) minutes after the employees' 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.

2. The cause of the absence must be reported daily, unless the initial notification is adequate explanation for an absence of several days. When the absence for sick leave is five (5) days or more, then a doctor's certificate must be submitted if the same is requested by the Parks Department Head. When an absence for sick leave is for less than five (5) days, the Parks

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.

3. Sick leave shall be earned before it can be used. Earned but unused sick leave shall accumulate to the employee's credit from year to year.

4. Sick leave is earned and accumulated in the following manner:

(a) One 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, fifteen (15) working days 1 1/4 days per month) for each calendar year;

(c) Employees who begin work after the fourth day of the month shall not earn sick leave for that month.

5. Sick leave may be granted for:

(a) Personal illness or accidental disability by reason of which employees are unable to perform their usual duties of their job; or

(b) Serious illness of a member of the employee's immediate family or household (as defined in Article 19, Paragraph 2) which requires the employee's attention and care. The circumstances of the illness should be in direct attendance for a period not to exceed three (3) working days.

6. If sick leave is exhausted, then employees may use accrued compensatory time off or vacation leave to extend their authorized absence from work.

7. Accumulated sick leave shall be paid upon termination or retirement, as provided for under Article 24 "Terminal leave".

ARTICLE 17 - INJURY LEAVE

1. Injury leave, as distinguished from sick leave, is defined as paid leave given to employees due to absence from duty caused by accident, illness or injury, which occurred while working and which are compensable under the Workers Compensation Act or any policy of Workers Compensation insurance applicable to the said employees.

2. Claims made in connection with injury leave are subject to the same rules and regulations as Workers Compensation insurance and payment shall not be made if the accident is proved to have been due to intoxication or willful misconduct by the employee. Employees absent from work due to accident, illness or injury covered by Workers Compensation insurance who willfully fail to fulfill all of the conditions necessary to receive Workers Compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

3. After all injury leave is used, employees may be granted additional injury leave only upon approval of the Bergen County Executive. After all injury leave is used, employees may elect to use any sick leave, vacation or compensatory time accrued at the time of the injury.

4. Use of Injury Leave: Employees absent from duty due to accident, illness or injury compensable under the Workers Compensation Act or any policy of Workers Compensation insurance applicable to the same employees and who have completed three (3) months service with the Employer shall be compensated by the Employer on a bi-weekly basis at the regular hourly rate of pay plus longevity pay for a period not in excess of ninety (90) working days for each new and separate injury. Payments shall be made in either of the following ways:

(a) Checks shall be issued by the Employer in the full amount of the employee's bi-weekly rate of pay plus applicable longevity pay. Employees who receive compensation checks for temporary disability due to injury during the aforesaid ninety (90) day period shall endorse such checks over to the Employer. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Employer shall then record that portion of the salary checks equal to an amount of the compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar forms sent to the employees at the conclusion of each year shall not show such payments as income; or

(b) Checks shall be issued by the Employer in amounts equal to the differences between the employees regular rates of pay plus longevity pay and the amount of partial disability Workers Compensation insurance payments received by such employees during the aforesaid ninety (90) day period.

(c) If eligibility for such payments is contested by the Employer, then eligibility will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey workers Compensation Act.

5. Contested Injury: If the Employer is contesting an eligibility for injury leave, an absence from work may be charged to accrued sick leave. If the Workers Compensation Division determines in favor of the employee, then sick leave so charged shall be recredited to the employee's sick leave.

(a) If an employee's eligibility is denied by the Workers Compensation Division then an employee may utilize sick leave, if any, retroactive to the date of injury, and vacation leave, if any, to cover the absence from work.

6. Medical Proofs: To limit its obligations for each new separate injury, the Employer may require employees to furnish medical proof or submit to medical examination by a physician chosen by the Employer (at its expense) to determine whether an injury is a new or separate injury or is an aggravation of a former injury received while working for the Employer.

7. Employees who suffer an injury while working, and who are absent for five (5) days or more, shall be required to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before they can return to work. Additional reports shall be received from the physician every two (2) weeks thereafter, indicating the current status of their health and the date of their anticipated return to work. In the absence of such certification, employees shall be removed from injury leave.

ARTICLE 18 - PERSONAL LEAVE

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

2. Full-time employees shall receive eight (8) hours of personal leave during each year. Personal leave may not be accrued from year to year.

3. The Parks Department Head or a designee shall be notified by employees in advance of their intention to use personal leave and except in emergencies, prior approval of the Parks Department Head or designee must be obtained before personal leave may be taken.

ARTICLE 19 - FUNERAL LEAVE

1. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family.

2. Immediate family is defined as and is limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other employees residing in the employee's household.

3. Proof of death of the said family member shall be submitted to the Employer upon request of the Parks Department Head or a designee.

ARTICLE 20 - LEAVE OF ABSENCE

1. Leave without Pay: Upon application, permanent employees, for reasons satisfactory to the Employer, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the employer. Leave for job related reasons shall be considered and not unreasonably denied.

(a) Personal leaves of absence shall not be granted for the purpose of seeking or accepting employment with any other employer.

(b) Personal leaves of absence may be granted with the understanding that employees intend to return to work. If employees fail to return within five (5) working days after the expiration of the leave of absence, then the Employer may deem them to have resigned.

(c) Employees on leave without pay for more than two (2) weeks in any month shall not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

2. Maternity Leave: Upon request, female employees shall be entitled to use accumulated sick leave for maternity purposes. If an employee's accrued sick leave is limited, then upon request by the employee, the Employer shall approve a leave of absence without pay not to exceed six (6) months.

3. Military Duty Leave: Permanent employees shall be granted a leave of absence with pay for the first two (2) weeks of duty if they are required to serve actively in any component of the Armed Forces of the United States or of the State of New Jersey. Thereafter, such leave shall be without pay. Military Duty Leave may extend to three (3) months after release from required military service. Sufficient proof of active military duty must be presented to the Parks Department Head prior to the granting of such leave.

4. Military Training Leave shall be granted as follows:

(a) Employees either probationary or permanent, who are members of any component of the Armed Forces of the United States or of the State of New Jersey, and who are required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employees must provide a certified copy of orders for military training to the Parks Department Head prior to the granting of leave for such training. Any military pay received by employees while on military training leave may be retained by them and shall be in addition to the regular hourly rate of pay plus longevity, which would have been paid by the Employer had such training not been ordered. Except for employees in Section (c) below, if military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which employees may be entitled.

(b) Employees who have been continuously employed by the Employer for at least one year, on the date such military training is to commence shall be granted a leave of absence with pay as provided in Section (a) above.

(c) Employees who have not been continuously employed for at least one (1) full year on the date military training is to commence, shall be granted a leave of absence without pay, unless they choose to utilize any accumulated vacation leave or compensatory time off, for the duration or any part of, the period of military field training.

5. Jury Leave: A leave of absence with pay of the regular hourly rate plus longevity will be granted to employees called for jury duty. Such leave will not be charged to vacation or sick leave. Fees received as a juror other than for meal or travel shall be turned over to the Employer.

ARTICLE 21 - ABSENCE FROM WORK

1. Unscheduled Absences: If employees are unable to report for duty, then they must notify the Parks Department Head or designee as soon as possible. Employees absent from work without notification for (5) consecutive working days will be considered to have resigned, "not in good standing."

ARTICLE 22 - LAYOFFS AND RECALL

1. (a) Layoffs: In the event the Employer intends to lay off employees, then a notice of such intention shall be given to the employees affected and to the Union at least forty-five (45) days prior to the effective date of the layoffs.

(b) Bumping rights: Employees laid off due to a reduction in the work force shall be permitted to exercise classification seniority (i.e. time worked in a particular title) or general seniority (i.e. from date of employment) to bump or replace employees with less job title seniority or general seniority.

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

(d) If the employee to be laid off is the only one in the job title, then such employee shall be permitted to use their general seniority to bump any less senior employees in any lateral job title by management's evaluation or lower paying job title provided, however, that the bumping employee is able to satisfactorily perform the duties of the job. The bumped employee may follow the same procedure.

(e) Seniority list shall be maintained to record both or titles and general seniority and shall be utilized in determining the bumping rights as outlined above.

2. Recall: Employees shall be recalled based on the needs of the Park Department position classification needs and seniority.

3. (a) The Employer's decision to layoff or recall employees shall not be grievable.

(b) The Employer's failure to follow the procedure outlined above for layoff and recall is grievable.

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

ARTICLE 23 - HEALTH BENEFITS

1. Upon application, employees shall be enrolled in the New Jersey State Health Benefits Plan, hereinafter the "State Plan". Upon application of the employees, their spouses and eligible dependents, as defined by the State Plan, shall be covered by the State Plan. The Employer shall pay the entire premium for such enrollment and coverage. The Employer reserves the right to substitute another insurance carrier and to provide equivalent benefits as provided by the State Plan.

2. Upon application, all employees shall be enrolled in the Dental Benefits Insurance Program sponsored by the New Jersey Dental Service Plan, Inc., hereinafter the "Delta Plan". The Employer reserves the right to substitute another insurance carrier and to provide equivalent or better benefits as those provided by the Delta Plan Group No. 3167-05-2B. The Delta Plan shall provide orthodontic coverage not to exceed one thousand (\$1,000.00) dollars per case per patient on the following conditions:

(a) The entire premium shall be paid by the Employer for those employees who choose to enroll, it being understood that no employee is obligated to enroll and participate in the program.

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

3. Upon application all employees shall be enrolled in the prescription drug plan sponsored by the Hospital Service Plan of New Jersey hereinafter the "Blue Cross Plan". The Employer reserves the right to substitute another insurance carrier and to provide equivalent or better benefits as those provided by the Blue Cross Plan.

(a) The Employer shall pay the full premium for the Blue Cross Plan.

(b) The Blue Cross Plan shall provide that the first \$2.00 cost of the prescription shall be paid by the employee.

(c) Each prescription shall be for a supply of medication not to exceed thirty (30) days.

4. The Employer shall reimburse employees for expenses incurred by them for eye care during the term of this Agreement subject to the following:

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

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

(c) the expenses are not covered by any other insurance program supplied by the Employer under this Agreement; and

(d) the total reimbursement by the Employer shall not exceed \$100.00 for any one employee in the calendar year.

5. The Employer shall provide a disability benefits insurance program during the term of this Agreement sponsored by the John Hancock Life Insurance Co., subject to the following conditions:

(a) The benefits to be provided shall be those as provided during the year 1984 and shall include benefits of 70% of the employee's weekly wage to a maximum of \$150.00 per week and there shall be a 30 day waiting period with a maximum of 52 weeks in payments and shall include disability due to pregnancy;

(b) Employees who become eligible for disability payments and who have sick leave accumulated shall be entitled to receive the disability payments, plus that amount of sick time required to give the employees their bi-weekly pay.

(c) If the Employer desires to enter into a program of self-insurance regarding coverage for the benefits enumerated above or to provide equal or greater benefits through a different sponsor, then the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in the Agreement shall be effective without the consent of both parties.

ARTICLE 24 - TERMINAL LEAVE PAYMENT

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 lump sum payment as provided below:

One-half (1/2) of the earned, and unused accumulated sick leave hours multiplied by the average hourly rate of pay plus longevity pay received during the twelve month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed Eighteen Thousand (\$18,000.00) Dollars.

2. If employees die while employed, then their estates shall receive terminal leave lump sum payments provided they have been employed by the Employer for not less than seven (7) consecutive years.

ARTICLE 25 - PENSION

1. Membership in the New Jersey Public Employees Retirement System ("PERS") contributory pension plan is compulsory for and only offered to permanent employees who earn more than Five Hundred (\$500.00) Dollars per year. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the 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 Retirement System receive free life insurance without medical examination under the Group Life Insurance plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one year, employees may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employees rate of contribution for this additional life insurance is three-quarters (3/4) of one (1%) percent of base salary.

3. The total amount of life insurance payable to employees estates depends upon three factors: annual salary, age and pension membership status at time of death. If employees are actively employed at the time of death, then insurance coverage is one and one-half (1 1/2) times their annual rate of pay or three (3) times the annual rate of pay if the employees have contributory Life Insurance Coverage in force in the final year of service. Upon retirement, Life Insurance Coverage is continued for retirees without cost to them but the total amount of coverage is reduced.

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

ARTICLE 26 - PERSONNEL FILE

1. A personnel file for all employees shall be maintained by the Parks Department. No entries, notations,

documents, etc. which reflect on an employee's ability, performance or character shall be placed in the file without first having been shown to the affected employees and giving such employees the opportunity to place their initials thereon and to place written statements in the file.

2. Employees have the right to review their personnel files upon reasonable notification to the Parks Department Head or designee.

ARTICLE 27 - UNIFORMS

1. The Employer shall provide uniforms to all employees whose jobs require the use of same, as determined by the Parks Department Head.

2. No uniform allowance shall be provided to employees hired after 1987.

ARTICLE 28 - TUITION REIMBURSEMENT

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

(a) The course is directly job-related and has received the prior approval of the Parks Department Head or designee;

(b) The course or its equivalent is not offered by the Employer at no cost to the employee;

(c) The cost to the Employer shall not exceed \$50 per credit;

(d) Reimbursement shall not exceed more than the cost of six (6) credits per year;

(e) Employees have successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE 29 - SAFETY

1. The Employer and the Union will cooperate to provide healthy and safe working conditions.

2. If employees believe that the continued performance of their work creates an imminent and serious danger to their health, then they shall communicate with the

Parks Department Head and explain the condition and the reason why there is an immediate and serious danger. The Parks Department Head shall thereupon discuss and attempt to resolve the condition.

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 Parks Department Head.

4. The Employer will not take reprisals against employees who in good faith make reports or complaints about safety issues.

ARTICLE 30 - UNION SECURITY

1. The Employer will notify the Union in writing of the names, job titles, annual rates of pay and the hours of work of all employees in the bargaining unit hired after the execution of this Agreement.

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

3. The Union will indemnify, defend and save the Employer harmless of any and all claims, demands, legal actions or other forms of liability that may arise out of or by reason of the action taken by the Employer in reliance upon the written authorizations for deductions of dues or deductions made in lieu of dues.

4. The Employer will deduct from the pay of all employees covered by this Agreement who have not submitted written authorizations 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 the Union not less than one time each month.

ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance is hereby defined as any dispute between the Employer and the Union or the Employer and an employee concerning either the application, interpretation or violation of the terms of this Agreement or the application, interpretation or violation of Employer rules, regulations or administrative decisions not included in the Agreement, which nevertheless, intimately and directly affects the work and welfare of the employees and otherwise qualify as negotiable terms and conditions of employment.

2. A grievance relating to the position, wages or working conditions of any employee, including suspension, demotion, fine or discharge and other disciplinary actions shall be handled in the manner set forth below at all stages of the grievance procedure. No employee may be disciplined without just cause. Grievances shall be taken within thirty (30) days of the event giving rise to the grievance, otherwise the grievance shall be deemed waived. However, grievances with primarily concern the payment of money to employees need not be filed within thirty (30) days and may be filed within a reasonable time.

3. Employees with a grievance should discuss the same with the Parks Department Head. 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 notice of grievance with the County Administrator.

4. The County Administrator or a designee shall hold a grievance hearing and make a determination on the grievance within then (10) days of the date it is received and shall advise the employees and the Union of the decision, in writing.

5. If the decision of the County Administrator or a designee is not satisfactory to the Union, then the Union shall have the right to submit only such grievances as defined in Section 1 above to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The Union must deliver written notice of its decision to appeal to the County Administrator within (10) days of the receipt by the employee and the Union of the decision of the County Administrator, otherwise the grievance shall be deemed settled and arbitration waived. By mutual consent the parties may waive the requirement that the notice of appeal be delivered within ten (10) days.

6. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of Agreement and the referenced rules, regulations or policies. The arbitrator's decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

7. In order to provide the orderly handling of grievance matters, the designated Stewards of the bargaining unit shall be released from their duties, subject to the approval of the Parks Department Head or a designee, for reasonable periods of time for the purpose of handling such grievance matters.

8. Accredited agents or representatives of Local 1044, CWA, AFL-CIO shall have the right to be on the Employer's Parks premises for the purpose of handling Union business at reasonable times subject to approval of the Parks Department Head or designee.

9. The Employer shall recognize two Stewards designated by the Union. When authorized by the Parks Department Head, one or both Stewards may be released from their usual job duties without loss of pay during normal working hours to carry out the intent and purpose of this Agreement.

ARTICLE 32 - NO STRIKE AND NOT LOCKOUT

1. Neither the Union nor the employees shall engage in a strike, work stoppage, work slowdown, sympathy strike, or any similar type of concerted action, which has the effect of a strike, work stoppage or work slowdown on the Employer's operation.

2. If the employees engage in concerted action described in Section 1, then the Union will make its best effort to persuade the employees to cease such action.

3. The Employer will not lock out the employees.

ARTICLE 33 - CONTRACTING OUT OF WORK

1. If the Employer in the exercise of its managerial prerogative, decides to terminate any work being performed by employees within the bargaining unit and to have such work performed in the future by an outside party, whether by contract, franchise or other agreement, then the Employer will give notification to the Union of the decision at least forty-five (45) days prior to the implementation of the decision and will meet with the Union promptly and discuss but not negotiate the impact of such decision upon the employees.

2. Employees who are required to maintain residence and housing on the Employer's premises shall have such rights as are provided by the New Jersey Landlord-Tenant Relations Act to such employees.

ARTICLE 34 - CONTINUATION OF PRIOR TERMS, CONDITONS OF
EMPLOYMENT

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

ARTICLE 35 - CONTINUATION OF CONTRACT PROVISIONS

1. All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein, until a successor Agreement is executed and becomes effective.

ARTICLE 36 - SAVINGS PROVISION

1. If any provision of this Agreement is adjudicated void, illegal or unenforceable by a Court of competent jurisdiction, then all other provisions of this agreement shall not be void, illegal or unenforceable but shall continue in full force and effect.

2. If any provision of this Agreement has been adjudicated void, illegal or unenforceable, then the parties shall within thirty (30) days of the filing of the judgment of the Court begin to renegotiate such provision.

ARTICLE 37 - USE OF PERSONAL VEHICLE

1. If the Parks Department Head or a designee authorizes employees to use personal motor vehicles for the business of the Employer, then such employees shall be compensated at the rate of twenty-two (\$.22) cents per mile traveled.

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

ARTICLE 38 - PHYSICAL EXAMINATIONS

1. Each employee shall be entitled to receive a physical examination to be conducted at Bergen Pines County Hospital or another site mutually agreed upon by the Employer and the Union, consisting of the following: chest x-ray at the discretion of the examining physician; SMA series of blood

tests (23 in number); urine analysis, EKG, blood pressure test. In addition, female employees may have a breast examination and a PAP smear test. All or any portion of the testing shall be voluntary on the part of the employees.

2. Employees desiring a physical examination shall so indicate, in writing, to the Parks Department Head or designee, on or before May 1 of each year; the physical examination shall be scheduled by the Parks Department Head on or before September 1 of each year.

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

4. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.

5. Employees shall be entitled to any salary or other payment, if the examination is required to be scheduled outside of the employee's normal working hours.

6. Testing by the Employer for employees working in the Golf Courses and Horticulture Division shall include testing for the presence in the bloodstream of all chemicals used by those employees as part of their work assignments. Any additional blood tests for employees who handle animals as part of their work assignment will be included in this testing.

ARTICLE 39 - LICENSE COST REIMBURSEMENT

1. The employer shall reimburse employees for the cost of non-professional licenses required by the Employer, so that the employees may perform their duties as set forth in their titles or as assigned by the Employer provided:

(a) Employees shall not be entitled to reimbursement for the cost of an ordinary motor vehicle driver's license.

2. The following are examples of licenses, the cost of which would be reimbursed by the Employer: Small articulated motor vehicle driver's license (provided the employee is assigned duties requiring such a license); and certified pesticide applicator registration; any license, the cost of which was paid for by the Bergen County Parks Department during the year 1986.

ARTICLE 40 - USE OF COMPENSATORY TIME OFF

Effective January 1, 1989 if employees accrue the right to compensatory time off pursuant to Article 14 paragraph 5 and if the Parks Department Head, at his discretion, determines that, such employees can not be granted such time off, then the Parks Department Head shall request the Employer to pay such employees for hours worked on holidays at the rate of time and one-half.

ARTICLE 41 - ENTIRE AGREEMENT

1. The parties acknowledge that they have had full opportunity to bargain concerning the terms and conditions of employment and that the within Agreement is the entire Agreement and that during the term of this Agreement neither party is obligated to negotiate any further terms and conditions of employment except as provided in Article 36.

SCHEDULE "A"

TITLES WITHIN FIXED ANNUAL BARGAINING UNIT
AT THE BERGEN COUNTY PARKS DEPARTMENT

Zoo Director

Superintendent of Recreation/Parks
Golf Superintendent
County Park Superintendent

County Park Manager
Golf Course Manager
Manager/Parks & Grounds

Asst. County Park Manager

Chief Security Guard
Chief Park Naturalist

General Supervisor - Parks
General Supervisor - Trades

Also included in the bargaining unit are such other employees as the Employer deems to be performing the work of "F.A." employees, whether or not the titles of such other employees are set forth above.

SCHEDULE "B"

INCREASES TO ANNUAL RATES OF PAY

Annual Rates of Pay Ranges <u>12/31/88</u>	Increase to Annual Rates <u>1/1/89</u>	Increase to Annual Rates <u>1/1/90</u>	Increase to Annual Rates <u>1/1/91</u>
up to 24,999.	1,700.	1,700.	1,700.
25,000. 29,999.	1,800.	1,800.	1,800.
30,000. 34,999.	1,900.	1,900.	1,900.
35,000. and over	2,000.	2,000.	2,000.

SCHEDULE "C"

SENIORITY LIST

<u>NAMES OF EMPLOYEES</u>	<u>DATE OF HIRE</u>
R. Gorman	2/23/76
J. Mantineo	3/21/55
J. Romano	4/20/81
G. Van Heest	3/31/79
T. Cochran	6/24/83
J. Wisse	9/12/60
A. Maciaszek	5/29/53
E. Sommer	3/12/73
A. Privetera	1/5/75
H. Rohsler	4/21/80
C. Berndt	7/2/56
W. Puzio	8/31/76
R. Basile	8/28/72
L. Di Blasi	1/10/66
T. Gunther	12/16/79
E. Kelly	6/1/82
P. Both	9/3/76
C. Fletcher	9/22/80
D. Rimmer	1/1/68
C. Dunnkosky	1/6/74
C. Fisher	5/1/80
M. Riley	5/22/77
A. Schuckers	2/1/89
W. Albrecht	11/14/88

IN WITNESS WHEREOF, the parties have caused this Agreement

to be signed by its proper officers, sealed and witnessed on the day

and year first set forth on page 1.

WITNESS:

THE COUNTY OF BERGEN

Carol Gurfel

BY *William D. McDowell*

CAROL GURTEL

WILLIAM D. MCDOWELL, COUNTY EXECUTIVE

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 11, 1993

C.W.A LOCAL 1044 AFL-CIO

BY: *John Lazzarotti*

JOHN LAZZAROTTI PRESIDENT

Bernice Krawczyk
BERNICE KRAWCZYK, STAFF REPRESENTATIVE

Robert Rende

Robert Rende