

THIS AGREEMENT made this 9th day of October, 1975 by and between the Somerset County Park Commission, a public employer of the State of New Jersey (hereinafter referred to as the "Commission"), and P.B.A. Local 82 Somerset County Park Police (hereinafter referred to as the "P.B.A."), and its members who are represented by the P.B.A.

PURPOSE AND INTENT

The Commission and the P.B.A. desire to establish, maintain and regulate all standards of hours of work, rates of pay and all other terms and conditions of employment under which the employees of the Commission shall work.

ARTICLE I

RECOGNITION AND RESPONSIBILITY

1.1 The Commission hereby recognizes the P.B.A. as the exclusive majority representative for collective negotiations within the meaning of N.J.S. 34:13A-1.1 et seq. for all police officers employed by the Somerset County Park Commission including all patrolmen, sergeants and lieutenants but excluding the Chief of Police.

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

ARTICLE II

GRIEVANCE PROCEDURE

2.1 For the purposes of this Article, a grievance shall mean any difference or dispute between the Commission and the P.B.A. or between an employee and the Commission over any term or condition of employment or over the application or interpretation of the terms

of this Agreement. All grievances shall be settled in accordance with the following grievance procedure. Grievance meetings shall not be public unless both parties shall agree otherwise in writing.

Step 1.

An aggrieved employee shall reduce his grievance to writing and shall submit it to the Chief of Police for resolution. Within five (5) calendar days following receipt of the grievance, the Chief of Police shall conduct an informal meeting with the aggrieved employee and a representative of the P.B.A. for the purpose of resolving the matter informally. In the event that the Chief of Police fails to conduct such a meeting within the aforementioned five (5) calendar day period or if the grievance is not resolved to the mutual satisfaction of the Commission and the P.B.A., the grievance shall be processed in accordance with the provisions of Step 2. hereof.

Step 2.

If the grievance is not satisfactorily resolved in Step 1. or if the Chief of Police fails to conduct a meeting in the time period specified in Step 1., the matter shall be referred to the Secretary-Director of the Park Commission for discussion and a determination. The Secretary-Director shall schedule a meeting with the aggrieved employee and the P.B.A. representative within five (5) calendar days from the date that a grievance is served upon him. The decision of the Secretary-Director shall be in writing and shall be rendered within five (5) calendar days following the meeting. A copy of the Secretary-Director's decision shall be furnished to the aggrieved employee and the P.B.A. representative.

Step 3.

If the aggrieved party is not satisfied with the disposition

of the grievance at Step 2, or if the Secretary Director fails to respond to the grievance within the time period provided in Step 2., the grievance may be appealed by the aggrieved employee or the P.B.A. to the Police Committee of the Park Commission. The grievance shall be discussed and considered by the Police Committee. The aggrieved employee and a representative of his choosing shall be permitted to attend the meeting and present whatever documentation or evidentiary material pertinent to the grievance. The Committee shall render a final written report and decision within forty-five (45) calendar days following receipt of the grievance.

2.2 The time limits specified above shall be complied with unless the parties mutually agree to extend them.

2.3 The P.B.A. shall have the right to be present and state its views at all steps of the grievance procedure. The Association President, or his designee, shall be granted time off from duty and shall suffer no loss in pay for attendance at scheduled grievance meetings.

ARTICLE III

HOLIDAYS

3.1 The following days shall be considered holidays for the duration of this Agreement:

Holiday

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If the holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

3.2 Each employee shall be entitled either to a day off with pay on the date set forth above for each holiday or shall, at the option of the Commission, work each scheduled holiday and receive payment of time and one-half of base pay for the period worked.

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

3.4 In addition to those holidays specified in Section 3.1, all employees shall be entitled to three (3) paid personal days off during each calendar year. An employee, who is entitled to such personal days, shall make written request at least 48 hours prior to the time to the Commission for the days during which such personal days off are to be taken. No employee shall be entitled to take such personal days off other than as scheduled by the Commission. There shall be no accumulation of personal days off.

ARTICLE IV

4.1 Employees who have fulfilled the eligibility requirements for vacation hereinafter set forth in this Article, shall receive a vacation with pay as follows:

0 to 5 years continuously employed	10 days
6 to 10 years continuously employed	12 days
11 to 15 years continuously employed	15 days
16 to 20 years continuously employed	18 days
Over 20 years continuously employed	20 days

4.2 Vacation pay shall be on the basis of the employee's current straight-time rate as of the date upon which his vacation is taken. Pay for vacation shall be calculated on the basis of eight (8) hours for each vacation day and forty (40) hours for

each vacation week. All vacations shall be taken within the year after such vacation has been earned, provided, however, that each employee shall, with the approval of the Chief of Police, be entitled to carry over no more than ten (10) days vacation into succeeding calendar years.

4.3 An employee who is entitled to vacation herein shall make written request at least two (2) weeks prior to the time to the Commission for the time during which such vacation is to be taken. No employee shall be entitled to take any part of his vacation at any time other than as authorized by the Commission, provided such authorization shall not be unreasonably withheld.

4.4 Past practices as to the selection of vacation periods based on seniority and vacation entitlements in the event of death, termination or resignation are reaffirmed by this agreement and shall remain in full force and effect.

ARTICLE V

SALARIES AND WAGES

5.1 The following is a listing of employee's salaries as of January 1, 1975, and January 1, 1976:

<u>Patrolmen</u>		
<u>No. of Employees</u>	<u>January 1, 1975</u>	<u>January 1, 1976</u>
6	\$ 9,150.00	\$10,050.00
3	10,050.00	10,800.00
1	10,850.00	11,800.00
1	11,150.00	11,800.00
<u>Sergeants</u>		
3	12,469.00	13,520.00
1	12,469.00	13,520.00
<u>Lieutenants</u>		

HOURS OF WORK

6.1 It is agreed that the existing Park Commission policy governing the payment of overtime, as outlined in the attached correspondence from the Commission's attorney, shall remain in full force and effect during the term of this Agreement.

ARTICLE VII

SICK LEAVE

7.1 Full-time permanent employees shall be entitled to sick leave as follows:

a) Upon the completion of each successive year of employment, an employee shall be entitled to receive 15 days sick leave.

7.2 To be eligible for benefits under this Article, an employee who is absent due to sickness or injury must notify the desk officer in charge at least two (2) hours before the commencement of his scheduled work shift. The Commission may require proof of illness hereunder in such form as the Commission may, in its discretion, deem necessary to verify an employee's illness.

7.3 Unutilized sick leave may accumulate from year to year up to a maximum of 180 days.

7.4 Extended sick leave program shall be available to employees who have exhausted their accrued sick leave days and whose illnesses or disabilities continue. Extended sick leave benefits shall be available to an employee for a maximum

additional period of 26 weeks at the rate of 50% of the employee's base pay.

7.5 Should employees accrue 180 days of sick leave benefits in the future, any annual sick leave days which would otherwise accrue thereafter may earn additional vacation days on the basis of one day vacation for each three sick leave days.

7.6 Should any employee retire with an accumulation of sick leave days, or terminate his employment after ten (10) years or more service with the Commission, he shall be paid a terminal severance benefit equal to one-third (1/3) of such unused accumulated sick leave computed on the basis of final salary.

ARTICLE VIII

BEREAVEMENT

8.1 Bargaining unit employees shall be permitted time off without loss of regular pay for a period not to exceed five (5) consecutive working days to attend the funeral of a person in the employee's immediate family. Immediate family shall be limited to father, mother, spouse, child, brother, sister, mother-in-law or father-in-law. Sufficient proof of death such as an obituary notice must be furnished upon request.

ARTICLE IX

9.1 The following longevity plan is in effect for all employees of the bargaining unit:

at least 10 but not more than 15 years	1.75% of base salary
16 to 20 years	2.75% of base salary
21 to 25 years	3.0% of base salary

ARTICLE X

SEVERABILITY

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

ARTICLE XI

UNPAID LEAVE OF ABSENCE

11.1 Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to the Chief at least two (2) weeks prior to the date such leave is requested.

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

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

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

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ARTICLE XII

INSURANCE

12.1 Subject to the provisions below stated, the Commission agrees to provide the following insurance for the benefit of full-time bargaining unit employees:

(a) The Commission shall continue to pay the entire prevailing premium for the Hospital Service Plan of New Jersey (Blue Cross), the Medical-Surgical Plan of New Jersey (Blue Shield), and Rider J and Major Medical coverage for the employee and his family.

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

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

(a) The employee shall make written application to Blue Cross, Blue Shield, Rider J, Major Medical or other insurance company, as the case may be, on forms provided to them by the Commission at the time of employment, shall deliver to the Commission such completed applications, duly executed, and shall furnish to the Commission, in writing, all such detailed information as may, from time to time, be required by Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company as the case may be.

(b) In case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of Blue Cross,

Blue Cross, Rider J, Major Medical, or other insurance company, or the rate of the premiums or charges applicable thereunder, the employee shall immediately furnish the Commission with complete detailed information regarding the matter.

(c) The Commission shall not be liable or responsible for any error or delay of Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company, or any of them.

(d) The Commission, in every instance, shall have two (2) weeks from the date of receipt of written applications (pursuant to subparagraph (a) above) or of a written notification, pursuant to subparagraph (b) above, within which to transmit to Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company the pertinent information received by the Commission from the employee.

ARTICLE XIII

BULLETIN BOARDS AND UNION REPRESENTATIVE

13.1 The Commission shall provide space on existing Bulletin Boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs;
- (b) Notices of election, appointments and results of elections;
- (c) Notices of Union meetings;
- (d) Other notices concerning Union affairs which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Chief and the Commission for approval which approval shall not be withheld unreasonably.

13.2 One state delegate and one alternate delegate shall be granted a maximum of five (5) days off without loss of pay to attend the annual State P.B.A. Convention.

ARTICLE XIV

FINANCIAL ASSISTANCE FOR EDUCATION

14.1 It is the policy of the Somerset County Park Commission to encourage the development of its employees and to promote from within whenever possible. Efforts will be made to assist this development through training and education programs. When specialized training is not available within the county administration, employees may seek it in recognized institutions of learning.

14.2 All employees are eligible to apply for financial assistance for education courses under the following conditions:

- a) The course is not given by the County.
- b) The course is judged to be of value to the individual and to the county in the position the employee occupies, or to which he might be promoted.
- c) There is sufficient evidence to show that the employee is capable of handling the desired training in the normal time allotted for such course.
- d) The course is offered by a recognized institution of learning, such as a college, university or high school.
- e) If the course is offered in an institution other than a college, university or high school such as business school, vocational school, etc., the institution must be approved by the Secretary-Director.
- f) If the course is part of a program leading to a college

degree, the degree must be in a field determined to be relevant to county employment.

14.3 It is expected that Veterans will take advantage of the financial assistance for which they are eligible under the current laws covering education for Veterans.

14.4 Expenses Eligible for Reimbursement

a) Regular tuition, registration fees and required laboratory fees are normally eligible for reimbursement.

b) The cost of books, transportation, meals or other similar expenses are not eligible for reimbursement under this policy.

14.5 Approval

a) Approval or disapproval of application for financial assistance for education will be given by the Secretary-Director.

b) If the course is given on a semester or quarterly basis, approval will be granted for the specific period of time. If the course is given on a basis other than semester or quarterly, a specified course period must be requested.

14.6 Application Procedure

a) An employee is required to discuss his desire to take a course of study under this policy with the Department Head. He should be prepared to discuss

the length of the course, the place at which the course will be taken, the amount of tuition for the course and the reasons for his taking the course.

- b) The supervisor will fill out an application for financial assistance for education in triplicate, if he thinks the course in question is warranted. The supervisor must state on the application (1) whether the course specifically relates to the employee's present job and will improve his skills on this job; or (2) if the course is being taken in order to make the employee eligible for possible advancement or is being taken in pursuit of a degree. Each course listed on the application must be so noted since this determines the method of reimbursement. All copies of the application shall be forwarded to the Secretary-Director.
- c) The Secretary-Director will approve or disapprove the course and will note this appropriately on all copies of the application. If approved, the request will be handled as follows:
1. Two copies are returned to the Department Head; one to be held by him, the other is given to the employee authorizing him to register for the course.
 2. The Department Head should keep his copy in a current file for follow-up purposes and attach it to other data when processing the application for tuition reimbursement.

14.7 Reimbursement

a) At the completion of his training the employee will present to his Department Head evidence of payment for his reimbursement expenses and the grade obtained. If a satisfactory grade has been obtained as outlined below, the supervisor will institute reimbursement by one of the following methods:

1. If the application states that the course specifically relates to the employee's present job and he is not working toward a degree, payment is made without federal taxes being withheld as follows: A voucher is prepared covering the full cost of applicable expenses. The application and two copies of the voucher, together with the evidence of payment and grades obtained, are forwarded to the Department Head for approval. He in turn forwards all of these forms to the Secretary-Director for approval. The original voucher will be forwarded to the Treasurer's Office for payment; the duplicate together with the supporting documents will be placed in the employee's personnel file and noted on his record.
2. If the application states that the course does not relate specifically to the employee's

present job, but that its purpose is to prepare him for potential advancement or that it is in pursuit of a degree, payment is made and income taxes are withheld as follows:

A salary payroll notice is prepared in duplicate covering the full cost of applicable expenses. The application together with evidence of payment and grades obtained must be attached. These are then forwarded to the Secretary-Director for his approval, after which they are processed like all other salary payroll notices. The original salary payroll notice will be forwarded to the Treasurer's Office for payment; the duplicate together with the supporting documents will be placed in the employee's personnel file and noted on his record.

- B. A satisfactory passing grade must be obtained. Only those grades above the grade classified as "poor" will be considered satisfactory. For example, the Rutgers' scale of marking is: 1-distinction; 2-high quality; 3-fair; 4-poor; and 5-failure. Therefore, in this example only those employees receiving a 1, 2 or 3 would be reimbursed.

ARTICLE XV

UNIFORMS

15.1 Employees shall receive a uniform allowance of \$17.00 per month for such laundry and maintenance which shall be paid to all employees, who are on the payroll as of the date such payment is made, at least once a year.

15.2 All past practices pertaining to the issuance of uniforms to employees is adopted and reaffirmed by this Agreement and will remain in full force and effect.

ARTICLE XVI

DURATION OF AGREEMENT

16.1 This Agreement shall be in effect from January 1, 1975 and shall terminate the later of January 1, 1977 or the date on which a substitute agreement is executed. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than sixty (60) days prior to the anniversary date of this Agreement of a desire to make changes therein or to terminate this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have by their
duly authorized representatives and officers executed this
Agreement on the 9th day of October , 1975.

P.B.A. LOCAL 82
SOMERSET COUNTY PARK POLICE

THE SOMERSET COUNTY
PARK COMMISSION

9/12/75 Robert E. Morse
Edward J. Reese
Stanley Wronowski

Frank J. Torpey
Vice President
Asa [unclear]
President

Attest:

Jack W. [unclear]
Secretary-Director