

AGREEMENT  
BETWEEN  
NORTH BERGEN PARKS AND RECREATION  
and  
I.B.T.C.W.H.A. LOCAL 125

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January 1, 2016 through December 31, 2019

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PREAMBLE

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_ 2016, by and between the Township of North Bergen in the County of Hudson, State of New Jersey, hereinafter called the "Employer," or "Department" and International Brotherhood of Teamsters, LOCAL 125 duly appointed representative, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I  
RECOGNITION

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

## ARTICLE II

### GRIEVANCE PROCEDURE

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

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

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

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

Step One: The Grievant shall institute action under the provisions hereof within fifteen (15) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally with the immediate supervisor, the Grievant may present the grievance in writing within fifteen (15) working days thereafter to the immediate supervisor or his designated representative. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Agreement violated, and the remedy requested by the Grievant.

The immediate supervisor or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance. If the immediate supervisor or his designate representative does not provide the Grievant with an answer of the grievance in writing within five (5) working days of receipt of the written grievance, the grievance is deemed denied and the Grievant may proceed to the next step.

Step Three:

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

Step Four:

Only the Union, not an individual or group of employees, shall have the right to submit a dispute to arbitration within fifteen (15) days of the Director's decision or failure to decide, pursuant to the rules and regulations of the State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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

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

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

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

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



ARTICLE III

SALARIES

Employees shall receive salary as follows:

A. Laborer Grade Level "C" shall receive salary as follows:

	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
<b>HIRE TO 1 YEAR</b>	22,500.00	22,500.00	22,500.00	22,500.00
<b>1 YEAR TO 2 YEARS</b>	24,825.00	25,322.00	25,828.00	26,345.00
<b>2 YEARS TO 3 YEARS</b>	27,999.00	28,559.00	29,130.00	29,713.00
<b>3 YEARS TO 4 YEARS</b>	30,391.00	30,999.00	31,619.00	32,251.00
<b>4 YEARS TO 5 YEARS</b>	32,791.00	33,447.00	34,116.00	34,798.00
<b>5 YEARS TO 6 YEARS</b>	35,186.00	35,890.00	36,608.00	37,340.00
<b>6 YEARS TO 7 YEARS</b>	37,595.00	38,347.00	39,114.00	39,896.00
<b>7 YEARS TO 8 YEARS</b>	39,990.00	40,790.00	41,606.00	42,438.00
<b>8 YEARS TO 9 YEARS</b>	42,386.00	43,234.00	44,099.00	44,981.00
<b>9 YEARS OR MORE</b>	46,061.00	46,982.00	47,922.00	48,880.00

- B. Laborer Grade Level "B" (skilled) shall be determined by skill, attendance, efficiency and assignments being done in a timely manner to the satisfaction of the employer, as per attached Exhibit "A". Laborer Grade Level "B" shall be entitled to an additional \$2,000.00 annual compensation that shall be added to the base pay as indicated in the salary guide
- C. Laborer Grade Level "A" (highly skilled) shall be determined by having general knowledge of construction principles, skills, attendance, efficiency and assignments being done in a timely manner to the satisfaction of the employer, as per attached Exhibit "A". Laborer Grade Level "A" shall be entitled to an additional \$2,000.00 annual compensation that shall be added to the employee base pay as indicated in the salary guide.
- D. Laborer Grade Level "AA" (project leader) shall be determined by having leadership skills with advanced construction knowledge. This employee must be able to lead and direct other laborers efficiently and effectively in a timely manner to the satisfaction of the employer in regards to building and parks projects, as well as construction, carpentry, masonry, custom design and any other skilled laborer projects. The supervisor or head of the department shall make the decision for a laborer to be considered for laborer – Grade "AA" Project Leader. The final decision shall be approved by the Administrator and the Commissioner of Parks. Employees as a Laborer – Grade "AA" Project Leader shall be entitled to an additional \$5,000.00 annual compensation what shall be added to the employee's base pay, as indicated in the salary guide.
- E. In addition to salary, employees shall receive a longevity bonus in accordance with Township policy as follows:
  - 1. After 4 years of service, Two Hundred (\$200.00) Dollars shall be added to base salary.
  - 2. After 8 years of service, Four Hundred (\$400.00) Dollars shall be added to base salary.
  - 3. After 12 years of service, Six Hundred (\$600.00) Dollars shall be added to base salary.
  - 4. After 16 years of service, Eight Hundred (\$800.00) Dollars shall be added to base salary.

5. After 20 years of service, One Thousand (\$1,000.00) Dollars shall be added to base salary.
- F. Advancement on the salary guide shall occur upon the annual anniversary of date of hire.
- G. Hourly employees are to be paid a minimum of \$12.00 per hour.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

A. Employees will be scheduled to work a 35-hour workweek on flex schedule to be set at the discretion of the Township (i.e. 7:00 a.m. – 2:00 p.m., 1:00 p.m. to 8:00 p.m.). The Township, in its sole discretion, shall determine the start of the normal workday that ends seven and one half hours (including a ½ hour unpaid lunch break) later for each employee. Any employee called into work when not scheduled will receive a minimum call back time of four (4) hours paid at time and one half. Minimum call back time does not apply to employees kept past their scheduled working day, who will be paid only for the time that they work without regard to a minimum.

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

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Employer. There is no guarantee of hours. Employees will be required to work overtime during non-scheduled periods when the necessities of the Employer demand such work. Overtime shall be assigned by seniority (top to bottom) on a two payroll basis and shall be offered by the Department Head as needed. (example: The payroll starts on a particular Friday and shall continue into following payroll ending on the Thursday, the 28th Day. The Union employee shall be offered overtime from top to bottom the Friday (start of pay period) to the Thursday (the end of the second pay period). At the start of the new pay period, overtime shall repeat on a seniority basis / top to bottom every 28th day). Employer shall distribute overtime assignments and record hours worked and refused by employees. In the event the Employer is unable to secure an employee to work overtime voluntarily as assigned on the overtime list, mandatory overtime will be ordered on the basis of reverse-seniority (bottom to top) Failure to report for a mandatory overtime assignment will be grounds for discipline, up to and including termination.

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

E. Employees shall receive time and one-half their regular rate of pay for hours worked after 35 hours per workweek.

F. Employees performing "Stadium work" will be paid at the Employees current rate of pay.

ARTICLE V  
VACATIONS

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

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

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

C. All Vacation requests must be submitted by December 1<sup>st</sup> and are to be used in full day increments only. Failure to timely submit such request shall result in the employee not being able to exercise his/her seniority. Vacations shall be submitted as follows for Vacation Weeks starting 2017:

1. By Seniority for first request, Three Vacation Weeks shall be submitted in its entirety. (example: If employee has Five Weeks, that employee will submit Three Vacation Weeks within that first request). The second request by seniority, an employee shall submit All Vacation Weeks existing that have not been submitted. (example: If an employee has Four weeks where Three Weeks have been submitted on the first request. That employee shall submit the fourth week on the second request going by seniority. If an employee

has Five Weeks where Three weeks have been submitted on the first request. That employee shall submit the Fourth and Fifth Week on the second request going by seniority).

2. All Vacation Weeks shall be (5 Day Weekly Shift). (example: If an employee shift is Thursday to Monday with Tuesday and Wednesday off, Vacation Week submitted shall be Thursday, Friday, Saturday, Sunday and Monday).
3. When all Vacation Weeks are submitted, no more than three weeks shall be continued together.
4. When all Vacation Weeks are submitted by each Union Employee by December 1st, each Union Employee may have one opportunity to request a change of one / two weeks of vacation with an employee who has a similar shift. Both employees must agree upon the change.
5. The Department Head has the right to deny, except or alter any listed of Paragraph C under which the Department Head feels is special circumstances or is the best interest of the department. (examples: individual days for emergency, graduations, family matters or weekly vacation change requests that may not be similar). Timely request for same vacation shall be resolved by seniority.

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

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

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

ARTICLE VI

SICK LEAVE

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

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

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

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

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

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



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

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

G. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day. An Employee that leaves work prior to working 3 ½ hours shall be charged a full sick day. An Employee that leaves work after 3 ½ hours shall be charged a half a sick day. An Employee who calls in sick and does not have sufficient accumulated sick time shall be docked for time not worked and may be disciplined.

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

I. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as

possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he will be absent. Failure to notify the Department Head or his designated representative will be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action up to and including discharge. An employee who is absent for two (2) consecutive days or more and does not notify his Department Head or some other responsible representative of the Employer during the first two (2) days absent shall be subject to immediate discharge.

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

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

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

M. In all cases of reported illness or disability, which does not require hospitalization, the employee shall remain at his local residence. Should it become necessary for the employee to visit a doctor or a drug store, religious services or to vote, he shall notify the Department Head or his designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action. Employer has the right to call and/or visit employees during normal working hours to

enforce this provision. Employees will be subject to the schedule of penalties set forth in Paragraph Q for failure to answer phone (answering machine does not count) or door of residence should employer call or visit.

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

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

P. Unused sick time can be accumulated from year to year without limit. Upon termination of employment all unused sick time shall be paid to employees at 50% of its accumulation up to a maximum, which shall not exceed \$15,000.00. The Employer may grant an employee the use of their accumulated time for an extended illness.

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

1. First Offense: Oral warning.
2. Second Offense: Written warning.
3. Third Offense: Suspension for one (1) day without pay.
4. Fourth Offense: Suspension for three (3) days without pay.
5. Fifth Offense: Suspension for five (5) days without pay.
6. Sixth Offense: Termination.

ARTICLE VII  
FUNERAL LEAVE

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

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

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

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

ARTICLE VIII

INSURANCE

A. Effective January 1, 2016 the Employer shall provide health care benefits for all Employees and dependents including medical, prescription, dental and vision (highlights of the plan attached as Exhibit "B").

B. In accordance with the Pension and Health Benefit Reforms set forth in N.J. Chapter 78, P.L. 2011, all Employees shall contribute towards the total premiums or periodic charges for all health care benefits including medical, prescription, dental and vision. The aforementioned provisions set forth in this Article may also be subject to the terms and conditions of other applicable State and/or Federal Statutes.

C. All employees hired after 1/1/2008 may only enroll in Direct Access or other managed care plans offered by the EMPLOYER. Employees hired on or before 1/1/2008 may continue to remain enrolled in the Traditional Plan. The Township reserves the right to change insurance carriers or institute a self-insurance plan at any time, provided that the policy provides for coverage equal to or greater than the Township's policy in effect as of January 1, 2016 and attached hereto as Exhibit "B".

ARTICLE IX

HOLIDAYS

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

B. The designated contract holidays are as follows:

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

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

D. All employees must report to work the day before and the day after said holiday in order to be paid for said holiday. Employees who call out sick, or are on any type of leave or otherwise do not work the day before and the day after said holiday will not be paid for said holiday. A physician note shall be an acceptable reason for not working the day before or the day after a holiday. Employees can however take vacation in conjunction with a scheduled holiday and they will still be paid for the holiday, even though the employee did not work the day before and the day after said holiday.

E. Whenever an employee is absent from work on a holiday on which he is required to work, the employee will forfeit his/her holiday pay.

F. Employees who work on any of the above holidays shall be paid Holiday pay plus time and one half for such hours worked.

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

H. If a holiday falls during an Employees' scheduled vacation the Employee shall request which additional day off he/she desires. Such request shall not be unreasonably denied.

ARTICLE X

WORK-INCURRED INJURY

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



ARTICLE XI  
MILITARY LEAVE

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

B. Any permanent employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the armed forces of the United States performing active duty and/or military service shall receive paid and/or unpaid leave, benefits and right to reinstatement in strict accordance with the New Jersey Soldiers and Sailors Civil Relief Act, N.J.S.A. 38:23c-1, et. Seq., and the Federal Uniformed Services Employment and Reemployment Act.

## ARTICLE XII

### LEAVE OF ABSENCE WITHOUT PAY

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

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

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

ARTICLE XIII

JURY DUTY

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

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

ARTICLE XIV

DISCRIMINATION AND COERCION

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

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

ARTICLE XV

PROBATIONARY PERIOD

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

ARTICLE XVI

SEPARABILITY AND SAVINGS

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

## ARTICLE XVII

### UNIFORMS, ATTIRE, AND HAND HELD AND TRUCK RADIOS

A. All employees shall be provided five (5) pairs of jeans, five (5) short sleeve cotton collared shirts, three (3) pairs of shorts, three (3) long sleeved cotton shirts, three (3) hooded sweat shirts and two pair of timberland or similar work boots each year. All Employees shall also be provided one (1) winter jacket and one (1) spring jacket and shall be replaced as necessary. Any employee who does not report to work in the issued uniform with shoes/boots will be sent home that day with no pay and will be subject to discipline.

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

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

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

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

ARTICLE XVIII

FULLY-BARGAINED AGREEMENT

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

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

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



ARTICLE XIX

UNION SECURITY

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

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

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

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

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

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

ARTICLE XX

CHECK-OFF

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

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

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

ARTICLE XXI  
MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XXII

### MAINTENANCE OF WORK OPERATIONS

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

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

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

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

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

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

ARTICLE XXIII

DISCIPLINE

A. The Employer agrees that all disciplinary notices shall be sent to the Union office. All discipline shall be for just cause.

B. The Employer agrees that attendance related discipline shall be separate and subject to the provisions of Article VI (Sick Leave). For all other discipline the Employer agrees that it shall follow a progressive discipline policy as follows:

First offense	verbal warning
Second offense	written warning
Third offense	suspension without pay
Fourth offense	termination

It is understood that the Employer reserves the right to skip steps in said policy based upon the seriousness of the offense. For the purpose of issuing progressive discipline, the Employer shall not rely on any discipline over twelve (12) months old. Discipline shall be issued within five (5) days of the offense.

Discipline of five or less days shall be grievable and arbitrable. Discipline of greater than five days shall be submitted to the Department of Personnel.

ARTICLE XXIV

SENIORITY

The parties agree that seniority shall prevail in all instances.

ARTICLE XXV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2016 and remain in effect to and including December 31, 2019 without any reopening date, except as otherwise set forth herein This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of North Bergen, New Jersey, on this 20<sup>th</sup> <sup>March,</sup> day of 2016.

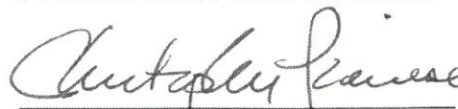
I.B.T.C.W.H.A. LOCAL 125

BY: 

David W. Baumann

Teamsters Local No. 125

NORTH BERGEN PARKS AND  
RECREATION DEPARTMENT



Christopher Pianese

Township Administrator



## EXHIBIT "A"

THERE SHALL BE (1) ONE CLASSIFICATION WITH GRADE / LEVELS. THE GRADE LEVELS SHALL BE:

LABORER "C"

LABORER "B" (SKILLED)

LABORER "A" (HIGHLY SKILLED)

LABORER "AA" (PROJECT LEADER)

### LABORER / JOB SPECIFICATION 02248 – GRADE LEVEL "C"

(THESE ARE A LIST AND NOT ALL SAMPLES AN EMPLOYER MAY ASK A GRADE LEVEL C LABORER TO PERFORM). EMPLOYEES AT GRADE LEVEL "C" SHALL FOLLOW THE SALARY GUIDE AND RECEIVE NO ADDITIONAL COMPENSATION.

- A) LOADS, LIFTS, AND MOVES SUPPLIES, FURNITURE, AND EQUIPMENT.
- B) DIGS TRENCHES AND DOES MANUEL GRADING.
- C) COLLECTS RUBBISH AND OTHER REFUSE IN / OUTSIDE GOVERNMENT BUILDINGS AND PARK PROPERTIES.
- D) CUTS GRASS.
- E) TRIMS HEDGES.
- F) WATERS LAWNS AND FLOWERS.
- G) SHOVELS SNOW AND SALTS GOVERNMENT BUILDINGS AND PARK PROPERTIES.
- H) SHOVELS GRAVEL AND SAND.
- I) MIXES CEMENT AND MORTAR.
- J) PERFORMS COLD PATCHING.
- K) CLEANS UP UNDERBRUSH, FOLIAGE, VINES, AND WEEDS.
- L) CUTS DOWN TREES.
- M) DIGS OUT STUMPS OF TREES, AND DIGS OUT AND DESTROYS POISONOUS VINES AND WEEDS.
- N) CLEANS SLUDGE BEDS
- O) PRIERS AND HAMMERS APART SECTIONS OF WALL AND ROOF.
- P) LOADS DEBRI INTO TRUCK FOR REMOVAL.
- Q) DRIVES TRUCKS.
- R) CLEANS AND MAINTAINS GOVERNMENT VEHICLES AND EQUIPMENT.
- S) GROOMS, MAINTAINS AND LINES GOVERNMENT ATHLETIC FIELD FACILITIES.
- T) CLEANS AND MAINTAINS GOVERNMENT BUILDINGS AND PARKS.

### LABORER – GRADE LEVEL "B"

GRADE "B" LEVEL LABORER SHALL BE DETERMINED BY SKILLS, ATTENDANCE, EFFICIENCY AND ASSIGNMENTS BEING DONE IN A TIMELY MANNER TO THE SATISFACTION OF THE EMPLOYER. THE SUPERVISOR OR HEAD OF THE DEPARTMENT SHALL MAKE THE DECISION FOR A LABORER TO BE CONSIDERED FOR A GRADE LEVEL B. THE FINAL DECISION SHALL BE APPROVED BY THE ADMINISTRATOR AND THE COMMISSIONER OF PARKS. AN EMPLOYEE EARNS ONE SICK DAY PER MONTH AND SHALL ONLY BE CONSIDERED FOR GRADE LEVEL "B" IF THE EMPLOYEE DOES NOT EXCEED OVER (12) TWELVE SICK DAYS EARNED IN ONE YEAR (JANUARY 1<sup>ST</sup> TO DECEMBER 31<sup>ST</sup>). EMPLOYEE AT GRADE LEVEL "B" SHALL BE ENTITLED TO AN ADDITIONAL \$2,000.00 ANNUAL COMPENSATION THAT SHALL BE ADDED TO THE EMPLOYEES BASE PAY AS INDICATED IN THE SALARY GUIDE.

- A) OPERATE, MAINTAIN AND CORRECT BASIC PROBLEMS ON A GOVERNMENT TRUCK OR DUMP WITH A PLOW AND SALT SPREADER.
- B) OPERATE, MAINTAIN AND CORRECT BASIC PROBLEMS WITH BOBCAT BUCKET LOADER AND TRACTOR...
- C) OPERATE, MAINTAIN AND CORRECT BASIC PROBLEMS TO TRUCK OR DUMP WITH TRAILER HITCH.
- D) OPERATE, MAINTAIN AND CORRECT BASIC PROBLEMS TO ATHLETIC FIELD MACHINE.
- E) OPERATE, CORRECT, TROUBLE SHOOT AND RESOLVE THE BASIC PROBLEMS WITH LAWN MOWERS, WEED TRIMMERS, CHAIN SAWS, HEDGE TRIMMERS, SNOWBLOWERS AND PAINT MACHINE.
- F) TO CHANGE ALL TYPES OF U BULBS, 4FT LIGHTS, 3 FT LIGHTS, 2FT LIGHTS, INDOOR AND OUT DOOR LIGHTS.
- G) CHANGE ALL SMOKE AND CARBON MONOXIDE DETECTORS.
- H) CHANGE ALL EMERGENCY LIGHT BULBS IN EMERGENCY EXIT SIGNS.
- I) CHANGE ALL CEILING TILES, SUPPLY AND EXHAUST VENTS.

- J) REMOVE, INSTALL OR REPAIR COMMERCIAL OR CERAMIC TILE FLOORS.
- K) REMOVE AND INSTALL ALL TYPES OF WOOD OR ALUMINUM FRAMING AND SHEET ROCK.
- L) TO SPACKLE, BOND OR SAND (SHEET ROCK & METAL).
- M) TO PAINT ALL MATERIALS (METAL, WOOD, SHEET ROCK, TILES OR CONCRETE)
- N) TO GRIND, BOND AND SAND GOVERNMENT WORK VEHICLES.
- O) REMOVE AND INSTALL BASIC LOCKS AND DOOR KNOBS.
- P) REMOVE AND INSTALL ALL TYPES OF LIGHT LENSES.
- Q) REMOVE AND INSTALL ALL TYPES OF DOORS. (INTERIOR OR EXTERIOR / METAL OR WOOD)
- R) TO SAND, PRIME, STAIN TYPES OF METAL OR WOOD.
- S) BASIC INSTALLATION OF SHELVING AND ENVELOPE HOLDERS.
- T) PUT OFFICE FURNITURE TOGETHER ACCORDING TO SPECIFICATION.

**LABORER – GRADE LEVEL A**

GRADE "A" LEVEL LABORER SHALL BE DETERMINED BY HAVING **GENERAL KNOWLEDGE OF CONSTRUCTION PRINCIPLES, SKILLS, ATTENDANCE, EFFICIENCY AND ASSIGNMENTS BEING DONE IN A TIMELY MATTER TO THE SATISFACTION OF THE EMPLOYER.** THE SUPERVISOR OR HEAD OF THE DEPARTMENT SHALL MAKE THE DECISION FOR A LABORER TO BE CONSIDERED FOR A GRADE LEVEL "A". THE FINAL DECISION SHALL BE APPROVED BY THE ADMINISTRATOR AND THE COMMISSIONER OF PARKS. AN EMPLOYEE EARNS ONE SICK DAY PER MONTH AND SHALL ONLY BE CONSIDERED FOR A GRADE LEVEL "A" IF THE EMPLOYEE DOES NOT EXCEED OVER (12) TWELVE SICK DAYS EARNED IN ONE YEAR (JANUARY 1<sup>ST</sup> TO DECEMBER 31<sup>ST</sup>). EMPLOYEES AT GRADE LEVEL "A" SHALL BE ENTITLED TO AN ADDITIONAL **\$2,000.00** ANNUAL COMPENSATION THAT SHALL BE ADDED TO THE EMPLOYEES BASE PAY AS INDICATED IN THE SALARY GUIDE. FOR EXAMPLE, \$2,000.00 + \$2,000.00 = \$4,000.00 SHALL BE ADDED TO BASE SALARY.

ALL LISTED IN GRADE LEVEL "B" (A) TO (T), INCLUDING LIST OF TASKS BELOW SHALL BE CONSIDERED FOR A GRADE LEVEL "A" LABORER.

- A) REMOVAL, INSTALLATION AND / OR REPAIR OF BATHROOM AND KITCHEN SINKS.
- B) REMOVAL, INSTALLATION AND / OR REPAIR OF BATHROOM AND KITCHEN FAUCETS.
- C) REMOVAL AND INSTALLATION OF ALL INTERNAL PARTS OF A TOILET TANK.
- D) REMOVAL AND INSTALLATION OF A TOILET SEAL BY REMOVING TOILET.
- E) REMOVAL, INSTALLATION OR REPAIR OF COMMERCIAL TOILETS.
- F) BASIC CLEANING OR SNAKING OF DRAINS.
- G) REMOVAL, INSTALLATION AND REPAIR OF ROOFS.
- H) REMOVAL, INSTALLATION AND REPAIR OF MASONARY WALLS.
- I) PRIMING AND PAINTING REPAIR OF GOVERNMENT TRUCKS OR VEHICLES.
- J) REMOVAL, INSTALLATION AND REPAIR OF FENCES.
- K) REMOVAL, INSTALLATION AND REPAIR OF DOOR FRAMES, DOOR CHECKS AND HARDWARE.



**LABORER - GRADE LEVEL "AA" PROJECT LEADER**

GRADE "AA" LEVEL LABORER SHALL BE DETERMINED BY HAVING **LEADERSHIP SKILLS WITH ADVANCED CONSTRUCTION KNOWLEDGE. THIS EMPLOYEE MUST BE ABLE TO LEAD AND DIRECT OTHER LABORERS EFFICIENTLY AND EFFECTIVELY IN A TIMELY MATTER TO THE SATISFACTION OF THE EMPLOYER IN REGARDS TO BUILDING AND PARKS PROJECTS. AS WELL AS CONSTRUCTION, CARPENTRY, MASONARY, CUSTOM DESIGN AND ANY OTHER SKILLED LABORER PROJECTS.** THE SUPERVISOR OR HEAD OF THE DEPARTMENT SHALL MAKE THE DECISION FOR A LABORER TO BE CONSIDERED FOR LABORER - GRADE "AA" "PROJECT LEADER". THE FINAL DECISION SHALL BE APPROVED BY THE ADMINISTRATOR AND THE COMMISSIONER OF PARKS. EMPLOYEES AS A LABORER - GRADE "AA"PROJECT LEADER SHALL BE ENTITLED TO AN ADDITIONAL **\$5,000.00** ANNUAL COMPENSATION THAT SHALL BE ADDED TO THE EMPLOYEES BASE PAY AS INDICATED IN THE SALARY GUIDE. FOR EXAMPLE, \$2,000.00 + \$2,000.00 + \$5,000.00 = \$9,000.00 SHALL BE ADDED TO BASE SALARY.

THERE IS NO LIMIT TO THE NUMBER OF EMPLOYEES WHO MAY ACHIEVE THE HIGHER LEVELS. WHEN AN EMPLOYEE BELIEVES THEY MEET THE NECESSARY QUALIFICATIONS TO ADVANCE, THE EMPLOYEE SHALL NOTIFY THE EMPLOYER THAT THEY ARE PREPARED TO BE CONSIDERED FOR ADVANCEMENT TO THE DESIRED LEVEL.

THE EMPLOYER HAS THE RIGHT TO ASSIGN ALL EMPLOYEES TO ANY DUTY LISTED OR NOT LISTED ABOVE. THE LEVELS LISTED ABOVE ARE AN OPPORTUNITY FOR AN EMPLOYEE TO FURTHER ADVANCE IN SKILL AND SALARY INCREASE. THE EMPLOYER AT THEIR DISCRETION MAY AT ANY TIME DETERMINE THAT AN EMPLOYEE IS QUALIFIED FOR ADVANCEMENT TO ANOTHER LEVEL. ONCE THE DETERMINATION IS MADE, THE EMPLOYER SHALL NOTIFY THE UNION WITHIN 7 DAYS. THE EMPLOYER HAS THE EXCLUSIVE RIGHT TO DETERMINE THE ABILITY OF THE EMPLOYEE/LABORER.

EXHIBIT "B"

 		<b>Township of North Bergen</b> FINAL / CONFIRMED	
Horizon Blue Cross Blue Shield of New Jersey <i>Making Healthcare Work.</i>		Effective 1/1/2015 <b>GROUP #85944</b>	
PLAN TYPE	COMPREHENSIVE MEDICAL	BENEFITS	BENEFIT/DESCRIPTION
Traditional		Deductible	\$100/\$200
		Coinsurance	80%
		Catastrophic limit	\$2,000/\$4,000
		Dependent up to:	26th birthday
PLAN TYPE	COMPREHENSIVE MEDICAL	BENEFITS	BENEFIT/DESCRIPTION
Direct Access \$5 copay		in-net ov copay	\$5.00 pcp/specialist
		ER Copay	\$50.00
		In-Patient copay	None
		In-network deductible	none
		In-network coinsurance	100%
		In-network & out of network MOOP*	\$1,000/\$2,000
		out-net deductible	\$200/\$400
		out-net coinsurance	80%
Dependent up to:	26th birthday		
PLAN TYPE	COMPREHENSIVE MEDICAL	BENEFITS	BENEFIT/DESCRIPTION
Advantage EPO \$20/\$40 copay		in-net ov copay	\$20.00 pcp/\$40.00 specialist
		Er Copay	\$100.00
		In-Patient Copay	\$250 per day up to 5 days
		Out Patient Surgery Copay	\$200.00
		Ambulatory Surgical Center Copay	\$100.00
		In-net deductible	none
		in-net coinsurance	100%
		in-network MOOP	\$2,500/\$5,000
		Dependent up to:	26th birthday
PLAN TYPE	COMPREHENSIVE MEDICAL	BENEFITS	BENEFIT/DESCRIPTION
POS \$20/\$40 copay  Primary Care Dr. must be selected		in-net ov copay	\$20.00 pcp/\$40.00 specialist
		ER Copay	\$50.00
		In-Patient copay	none
		In-net deductible	none
		In-net coinsurance	100%
		In-network & out of network MOOP*	\$5,000/\$10,000
		out-net deductible	\$2,000/\$4,000
		out-net coinsurance	60%
Dependent up to:	26th birthday		
PLAN TYPE	DENTAL	BENEFITS	BENEFIT/DESCRIPTION
Dental Managed Dental Choice Primary Care Dentist must be selected		coinsurance	100%/ 50%
		Deductible	none
		BPM	none
		Ortho Max	dependent children 50%
		Dependent up to:	End-of-month of 23rd birthday
PLAN TYPE	DENTAL	BENEFITS	BENEFIT/DESCRIPTION
Dental Dental Option Plan		Coinsurance	100%/80%/50%
		Deductible	\$25 single/ \$75 family
		BPM	\$1,250
		Orthodontics Maximum	\$800 per lifetime
		Dependent up to:	End-of-month of 23rd birthday
PLAN TYPE	PRESCRIPTION	BENEFITS	BENEFIT/DESCRIPTION
RX		Rx copay Retail	\$5/\$10/\$15
		Rx copay MO	\$5/\$10/\$15
		Retail day supply	1 copay for each 30 day supply
		RX MOOP**	\$1,320.00/\$2,640.00
		Dependent up to:	26th birthday

\*\*MOOP = Maximum out-of-pocket

New hires: Coverage effective the 1st of the month following 30 days of employment (e.g. Person hired 10/12 = Eff. 12/1

Employee Termination: End of the month

Medical self-insured 1/1/2015

Prescription self-insured 1/1/2014

Dental - premium based coverage

Effective 1/1/2015

Dependent covered up to end of month of 26th birthday

Benefit	Frequency Or:ce every -	In-network Copay	In-network Coverage
Eye Examination	12 months	\$0	Covered in full. Includes dilation when professionally indicated.
Spectacle Lenses	12 months	\$0	Clear plastic lenses in any single vision, bifocal, trifocal or lenticular prescription. Covered in full. (See below for additional lens options and coatings.)
Frame	12 months	\$0	Covered In Full Frames: Any Fashion or Designer level frame from Davis Vision's Collection <sup>1</sup> (retail value, up to \$160). OR, Frame Allowance: \$130 toward any frame from provider plus 20% off any balance. No copay required. OR, Visionworks Frame Allowance: \$180 allowance plus 20% off any balance toward any frame from a Visionworks family of store locations. <sup>2</sup> No copay required.
Contact Lens Evaluation, Fitting & Follow Up Care	12 months	\$0	Davis Vision Collection Contacts: Covered in full. Non Collection Standard Contacts: 15% discount Non Collection Specialty Contacts <sup>3</sup> : 15% discount
Contact Lenses (in lieu of eyeglasses)	12 months	\$0	Covered In Full Contacts: From Davis Vision's Collection <sup>1</sup> , up to: Planned Replacement Two boxes/multi-packs* OR Disposable Four boxes/multi-packs* OR, Contact Lens Allowance: \$130 allowance toward any contacts from provider's supply plus 15% off balance. No copay required. OR, Visually Required Contacts: Covered in full with prior approval. <small>*Number of contact lens boxes may vary based on manufacturer's packaging</small>

Significant savings on optional frames, lens types and coatings!	Member Price
Davis Vision Collection Frames: Fashion   Designer   Premier .....	\$0   \$0   \$25
Tinting of Plastic Lenses .....	\$0
Oversize Lenses .....	\$0
Scratch-Resistant Coating .....	\$0
Ultraviolet Coating .....	\$0
Anti-Reflective Coating: Standard   Premium   Ultra .....	\$35   \$48   \$60
Polycarbonate Lenses .....	\$0
High-Index Lenses .....	\$55
Progressive Lenses: Standard   Premium   Ultra .....	\$50   \$90   \$140
Polarized Lenses .....	\$75
Photochromic Lenses (i.e. Transitions <sup>®</sup> , etc.) <sup>5</sup> .....	\$65
Scratch Protection Plan: Single Vision   Multifocal Lenses .....	\$20   \$40

<sup>1</sup> The Davis Vision Collection is available at most participating independent provider locations. Collection is subject to change. Collection is inclusive of select toric and multifocal contacts.

<sup>2</sup> Including, but not limited to toric, multifocal and gas permeable contact lenses.

<sup>3</sup> Allowance is available at these Visionworks family of store locations: Davis Vision, Empire Vision Centers, Total Vision Care, EyeMasters, Cambridge Eye Doctors, Vision World, Dr. Bizer's Vision World, Eye Dr., Dr. Bizer's Valu Vision, Doctor's Valu Vision, How Eyes, Visionworks

<sup>5</sup> Transitions<sup>®</sup> is a registered trademark of Transitions Optical Inc

Please note: Your provider reserves the right to not dispense materials until all applicable member costs, fees and copayments have been collected. Contact lenses: Routine eye examinations do not include professional services for contact lens evaluations. Any applicable fees (above the evaluation and fitting allowance) are the responsibility of the member. If contact lenses are selected and fitted, they may not be exchanged for eyeglasses. Progressive lenses: If you are unable to adapt to progressive addition lenses you have purchased, conventional bifocals will be supplied at no additional cost; however, your copayment is nonrefundable. May not be combined with other discounts or offers. Please be advised these lens options and copayments apply to in-network benefits.

OUT-OF-NETWORK BENEFITS AVAILABLE