

Contract # 79

COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF BERGEN

and

LOCAL 29, RWDSU, AFL-CIO

concerning

THE WHITE COLLAR UNIT
AT THE DEPARTMENT OF PARKS,
DIVISION OF PARKS AND RECREATION

January 1, 1990

through

December 31, 1992

PREPARED BY:

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THIS AGREEMENT, made on this ^{25th} day of ~~OCTOBER~~ 1990, by and between the County of Bergen, a body politic of the State of New Jersey, with its principal place of business located at Court Plaza South, 21 Main Street, Hackensack, New Jersey 07601, hereinafter referred to as the "Employer" and Local 29, RWDSU, AFL-CIO, with an office located at 36 Bergen Street, Hackensack, New Jersey 07601, hereinafter referred to as the "Union".

WHEREAS, the Union was certified by the New Jersey Public Employment Relations Commission as the majority representative for collective bargaining of the employees in the white collar bargaining unit as defined hereinbelow, at the Bergen County Park Commission, the predecessor of the Employer's Department of Parks, Division of Parks and Recreation; and

WHEREAS, the Employer and the Union have negotiated the terms and conditions of employment for the employees in the bargaining unit and reached an understanding on all such terms and conditions and both the Employer and the Union wish to memorialize such understanding:

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

ARTICLE 1
RECOGNITION OF UNION AND
DESCRIPTION OF BARGAINING UNIT

1. The Employer recognizes the Union as the exclusive majority representative for collective bargaining on negotiable terms and conditions of employment for all white collar full-time and part-time employees as hereinafter defined in Article 7, employed by the Employer in its Department of Parks, Division of Parks and Recreation, but excluding therefrom all other employees including seasonal workers and per diem employees as defined in this Agreement and craft workers, professionals, supervisors, clerical employees, confidential employees, managerial executives, security guards and police, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:12A-1 et seq. as amended, hereinafter

referred to as the "Act".

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

ARTICLE 2
TERM OF AGREEMENT

1. This Agreement shall be in effect from January 1, 1990 through December 31, 1992.

2. The Agreement shall remain in effect until a successor Agreement is signed.

ARTICLE 3
COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining for the term beginning January 1, 1993 shall commence on or about September 15, 1992.

2. Bargaining shall be conducted by the duly authorized agent of the parties.

ARTICLE 4
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, nothing contained in this Agreement shall abrogate the inherent managerial rights of a Public Employer 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 herewith, to reduce the number of employees, introduce new methods, equipment or procedures, whether or not the number of employees is reduced, and to introduce work rules which are 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

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
PROBATIONARY PERIOD

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

2. The Employer reserves the right to discharge, suspend or otherwise discipline probationary employees and they have no contractual right to grieve concerning any term or condition of employment except as in paragraph no. 4.

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

4. Probationary employees shall have only such right to grieve as is provided by the Rules of the New Jersey Department of Personnel. The applicable rules are incorporated by reference into this Agreement.

ARTICLE 7
EMPLOYEE DEFINITIONS

1. "Full-time employees" are hereby defined as employees regularly scheduled to work for thirty two and one-half (32 1/2) hours in a single work week on an annual basis.

2. "Part-time employees" are hereby defined as employees regularly scheduled to work an average of between sixteen and one-quarter (16 1/4) and twenty (20) hours in a single work week on an annual basis.

3. "Permanent employees" are hereby defined as employees who have successfully completed their probationary period and have been appointed to a title pursuant to the Rules of New Jersey Department of Personnel.

4. "Seasonal employees" are hereby defined as employees hired for a fixed period of four (4) months or less, who work up to thirty two and one-half (32 1/2) hours per work week.

5. "Per diem employees" are hereby defined as

employees who are regularly scheduled to work less than sixteen and one-quarter (16 1/4) hours in a work week on an annual basis.

6. (a) Full-time employees shall receive full benefits provided by the Agreement.

RF (b) Part-time employees shall receive such health benefits, holidays, vacation leave, sick leave, personal leave, funeral leave, terminal leave and longevity pay as may be provided by this Agreement.

(c) Seasonal employees and per diem employees shall not receive health benefits, holidays, vacation leave, sick leave, personal leave, funeral leave, terminal leave, longevity pay.

7. The Employer shall not use seasonal employees, per diem employees, volunteers or community service personnel for the purpose of depriving full-time or part-time employees of their regular hours of work, or reducing the number of permanent employees.

ARTICLE 8 WORK DESCRIPTIONS

Work descriptions, for each of the titles set forth on Schedule "A", as defined by the New Jersey Department of Personnel, are incorporated by reference into this Agreement.

ARTICLE 9 HOURS OF WORK AND OVERTIME HOURS

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

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

3. Full-time employees shall be regularly scheduled to work six and one-half (6 1/2) hours on five (5) days for a total of thirty-two and one-half (32 1/2) hours a week.

4. Part time permanent employees shall be regularly scheduled to work as many as sixteen and one-quarter (16 1/4) hours per week.

5. (a) During the months of July and August, one (1) employee per department shall be permitted (at the employee's option) and with approval of the Department Head, to work an alternative "summer" day. Such work day shall begin and end earlier than the regular work day, but shall not lessen the number of hours regularly worked.

(b) The Union and the Department Head shall meet and discuss implementing an alternative work day (as defined above) on an annual basis. If an agreement is reached it shall be reduced to writing and presented to the Employer's Personnel Director for review and approval. Such agreement must provide for the right of the Employer to rescind the alternative work day as the needs of the service may require.

6. The Employer shall post a schedule of regular hours of work and days of work for all employees for each fourteen-day (14) period. The schedule shall be posted at least thirty (30) days in advance of the work period. The schedule shall provide for two (2) consecutive days off for all employees in each work week.

7. If the Employer wishes to change the schedule described in Section 6, then the Employer shall give the employees and the Union thirty (30) days' notice before the change is made.

8. The notice need not be given in emergency situations.

9. The Employer shall schedule an unpaid one (1) hour "lunch break" for the employees at approximately the mid-point in their work day.

10. The Employer shall schedule two (2) fifteen (15) minutes paid rest periods during the work day.

11. The Employer shall allow a reasonable period of time for employees to wash up prior to the end of the work day.

12. Employees who are unable to report to work shall notify their Department Head or a designee no later than their regular starting time.

13. Employees shall work overtime as needed. The Employer shall try to give the employees prior notice of the need for overtime work. For good cause, the Employer may

excuse employees from working overtime.

14. Overtime shall be assigned by the Department Head or a designee on a rotating basis according to the title appropriate for the work to be performed. An overtime list shall be maintained, including the names of employees and titles, in order of seniority. When overtime work is required, it shall be first offered to the employee whose name appears first on the job title list appropriate for the overtime work. After such offer the name of such employee shall then be placed at the bottom of the overtime list. The next opportunity for overtime shall be offered to the next employee on the list appropriate for the overtime work. After such offer, the name shall be placed at the bottom of the list. The procedure shall be repeated as work is offered.

ARTICLE 10
PAYMENT FOR HOURS WORKED

1. For the first forty (40) hours of work in each work week, employees shall be paid at their hourly rate of pay as defined in Article 11 below.

2. For hours of work in excess of forty (40) hours in a work week, which have been authorized by the Department Head or a designee, employees shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for the hours worked over forty (40) hours in a week. All overtime hours shall be entered on the weekly time sheets maintained by the Employer.

3. Employees paid for the holidays recognized by this Agreement shall be deemed to have worked the hours for which they were paid.

4. Employees who are paid for vacation leave, sick leave, personal and other paid leave, shall be deemed to have worked the hours for which they were paid.

5. Full-time employees who are required to work six and one-half (6 1/2) hours on a holiday shall be paid at the rate of time one and one-half (1 1/2) their hourly rate of pay for the hours worked. In the alternative, such employees, at their option may choose nine and three-quarters (9 3/4) hours of compensatory time off (CTO) in lieu of a cash payment. Employees who choose CTO may accrue such hours as provided by Article 12. Use of CTO is subject to approval of the Department Head. This compensation is in addition to the pay provided for by

Article 21, Paragraph 2.

6. Employees who are called back to work on the same day after the end of their regularly scheduled hours of work shall be paid the greater of either a minimum of four (4) hours at time and one-half (1 1/2) their hourly rate of pay, or the actual amount of hours worked at time and one-half (1 1/2).

This Section does not apply to employees required to work overtime at the end of their regular work day.

7. Employees who are called in to work at a time prior to their regular starting time shall be paid the greater of either a minimum of four (4) hours at time and one half (1 1/2) their hourly rate of pay or the actual amount of hours worked at time and one-half (1 1/2) for such hours worked prior to the regular starting time.

8. If the Department Head or a designee declares a snow emergency, then employees required to work overtime shall be given \$1.25 per hour of overtime work as a meal allowance.

ARTICLE 11
ANNUAL RATES OF PAY AND INCREASE THERETO

1. Each title with the bargaining unit shall have a pay grade and a minimum and maximum annual rate as set forth on Schedule "B" attached hereto. If the Employer introduces new job titles within the bargaining unit, then pay grades shall be negotiated with the Union.

2. Employees shall be paid not less the minimum nor more than the maximum annual rate of pay for their titles.

3. The term "hourly rate" of pay is defined as the annual rate of pay plus longevity, if any, divided by 1,690.

4. Employees shall be paid by check issued one time in every fourteen (14) day period.

5. (a) Effective January 1, 1990 and except as provided herein below, the annual rates of pay for employees as the same existed on December 31, 1989 shall be increased as set forth on Schedule "C" attached hereto.

(b) Effective January 1, 1991 and except as

provided herein below, the annual rates of pay for employees as the same existed on December 31, 1990 shall be increased as set forth on Schedule "C" attached hereto.

(c) Effective January 1, 1992 and except as provided herein below, the annual rates of pay for employees as the same existed on December 31, 1991 shall be increased as set forth on Schedule "C" attached hereto.

6. Employees hired after July 1, shall not receive an increase to their annual rates of pay on the next January 1, but shall receive the first increase to their annual rate of pay on the sixth (6th) month anniversary of their date of hire. Thereafter, such employees shall receive their annual rate increase effective on the next following January 1.

7. The term "date of hire" is defined as the first day on which an employee began to work.

ARTICLE 12 COMPENSATORY TIME OFF

1. Subject to the limitations of paragraph 2, 3, 4 & 5, employees may choose to take time off instead of payment for overtime hours worked. Employees who so choose shall be deemed to have earned compensatory time off, hereinafter "CTO".

2. Overtime hours worked may be credited to employees' CTO account to the extent permitted by applicable Federal and/or State Law.

3. Use of CTO hours shall be scheduled at the discretion of the Department Head.

4. All compensatory time off accrued in any one year must be taken off by March 31, of the succeeding year.

5. If the overtime hours would be paid at the hourly rate of pay, the CTO shall be earned at such rate. If the overtime hours would be paid at one and one-half (1 1/2) times the hourly rate, then CTO shall be earned at such rate.

ARTICLE 13 PAY FOR TEMPORARY WORK ASSIGNMENTS

1. Employees who are expressly assigned for a temporary period by the Department Head to perform the work

of titles with higher pay grades shall be paid for performance of such work in the following manner:

Effective on the fifth (5th) day of the performance and then retroactive to the first (1st) day, such employees will receive the greater of either the minimum rate of pay for the higher pay grade, or the employee's rate of pay prior to assignment and five (5%) percent.

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

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

4. If employees work in higher titles for a period in excess of four (4) consecutive months, they shall be forthwith appointed by the Employer to the higher titles and shall be paid accordingly on condition that such appointment may be made pursuant to the New Jersey Department of Personnel.

ARTICLE 14 VACANCIES IN JOB TITLES

1. It is the Employer's policy to give employees notice of vacancies in title within the bargaining unit.

2. The Employer shall give written notice of such vacancies by posting notice of same for at least five (5) days and by mailing a copy to the Union. The notice shall include the title, pay, grade and minimum and maximum annual rate of pay, and the Department of Personnel prerequisites for appointment.

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

ARTICLE 15 RATES OF PAY UPON PROMOTION

1. Employees who are promoted to titles with higher pay grades as set forth on Schedule "A" shall be paid either the greater of the minimum annual rate of pay for the higher pay grade or their annual rate of pay prior to promotion plus seven and one-half (7 1/2%) percent.

2. If the Employer intends to pay an increase greater than the increase provided above, it shall notify the Union prior to the effective date of the increase.

3. The first increase to the annual rate of pay for employees who have been promoted to a job title with a higher pay grade shall be paid effective on the ninth (9th) month anniversary of promotion. Thereafter such increases shall be effective on January 1.

ARTICLE 16 PAY WHILE DISABLED

1. The Employer shall provide a disability benefit insurance program during the term of this Agreement, sponsored by John Hancock Life Insurance Company, subject to the conditions in paragraphs 2,3,4,5, and 6 below.

2. The benefits provided shall be those provided during the year 1984 and shall include a benefit of seventy (70%) percent of the individual employee's weekly pay, to a maximum benefit of \$150.00 per week.

3. The waiting period before the payment of the benefit begins is thirty (30) days.

4. The maximum period for payment of the benefit is fifty-two weeks.

5. Employees eligible for the benefit who have accrued sick leave may choose to receive the benefit and to be paid for such leave so that the total of the benefit and pay will equal their regular bi-weekly pay.

6. If the Employer decides to self-insure, in order to provide the above benefit or to provide equal or greater benefit through a different sponsor, then the parties shall renegotiate on such issue. However, no change shall be effective until agreed upon by both parties.

ARTICLE 17 SHIFT DIFFERENTIAL

1. Employees whose regular hours of work begin at 4:30 P.M. shall be paid a shift differential of thirty-five (\$.35) cents for such hours worked.

2. Employees whose regular hours of work begin at 12:00 A.M. shall be paid a shift differential of forty (\$.40) cents for such hours worked.

3. If employees who are paid a shift differential work more than forty (40) hours in a work week, then the overtime pay shall be calculated by multiplying the hourly rate of pay, including longevity pay, if any, then adding the shift differential.

ARTICLE 18
LONGEVITY PAY

1. Full-time employees who have completed consecutive unbroken years of full-time employment with the Employer, or its predecessor, the Bergen County Park Commission, shall receive longevity pay as follows:

After completion of six (6) years	\$ 200.00
After completion of nine (9) years	400.00
After completion of fourteen (14) years	800.00
After completion of nineteen (19) years and thereafter	1,000.00

2. Part-time employees who have completed consecutive unbroken years of employment as set forth above, shall receive fifty (50%) percent of the longevity pay.

3. Per diem employees and seasonal employees shall not receive longevity pay.

4. Longevity payments shall be made in 26 equal payments in each year of the term of the Agreement commencing in the first pay period, and shall be included as a part of the annual rate of pay when computing a percentage of increase to said rate.

5. Employment shall be deemed broken when the Employer is no longer paying the employee or no longer paying premiums for the employee's coverage in the State Health Benefits Plan or any plan substituted therefor.

ARTICLE 19
SENIORITY

1. Seniority is defined as a period of continuous employment as measured from the employee's date of hire, with either the Employer or its predecessor, the Bergen County Parks Commission. The employee with the earliest date of hire shall have the greatest seniority.

2. The Employer shall prepare a seniority list and transmit it to the Union during the month of January of each year. The list shall set forth the name of all employees in the bargaining unit, their dates of hire and

the dates of their certification in their current titles.

3. The Employer shall recognize seniority as defined in paragraph 1 above as a factor when determining job assignments and scheduling vacations.

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

5. Promotions, demotions and layoffs shall be made in accordance with the provisions of the New Jersey Department of Personnel and seniority as defined in this Article shall have no application thereto.

ARTICLE 20 LAYOFFS AND REHIRES

1. If the Employer decides to lay off or to rehire employees, then the same shall be done in accordance with the Rules of the New Jersey Department of Personnel.

2. Notices of any layoff and rehire shall be served upon the employees affected forty-five (45) days before the effective date of such layoff and rehire.

3. A copy of all layoff and rehire notices shall simultaneously be sent to the Union.

ARTICLE 21 HOLIDAYS

1. The Employer recognizes the following holidays: 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 Day and Christmas Day.

2. Employees shall be paid for such holidays (whether or not they are scheduled to work on such holidays) as follows:

(a) Permanent full-time employees shall be paid for the holiday.

(b) Permanent part-time employees shall be paid one-half (1/2) of the holiday pay.

(c) Seasonal and per diem employees shall not be paid for holidays unless they work on the holidays.

3. Holidays which fall on Sundays will be observed on the next Monday, and holidays which fall on Saturdays will be observed on the preceding Fridays.

4. If holidays fall during vacation leave, then additional vacation days shall be scheduled by the Employer.

5. If holidays fall during a period of paid absence (sick leave, terminal leave, jury duty leave, compensatory time off, vacation leave and funeral leave), then employees on such leave shall be paid for such holidays.

6. If holidays fall during the period of unpaid leave of absence, employees will not be paid for such holidays.

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

8. Full-time employees who work on a holiday shall have the option to be paid time and one-half (1 1/2) their hourly rate of pay for all hours worked, or they may choose CTO hours as provided in Article 10, Section 5. In addition, they shall be paid as provided for in Section 2 above.

ARTICLE 22 VACATION LEAVE

1. Full-time employees hired before May 15, 1985 shall be entitled to the following vacation leave:

(a) From the beginning of the first full calendar year to and including the completion of the fifth year of continuous unbroken employment one and one-fourth (1 1/4) days per month for a total of fifteen (15) days per year.

(b) From the beginning of the sixth year of

continuous unbroken employment and each such year thereafter, one and two-thirds (1 2/3) days per month for a total of twenty (20) days per year.

2. Full-time employees hired after May 1, 1988 shall be entitled to a vacation leave in the following manner:

(a) In the first year of employment:

(i) One (1) working day for the initial month of employment provided the hire date is on the 1st through 8th day of the calendar month and one-half (1/2) working day of the hire date is on the 9th through the 23rd day of the month.

(ii) After the initial month of employment and up to the end of the first calendar year, one (1) working day for each month of employment.

(b) From the beginning of the first full calendar year of employment through the completion of four (4) years of continuous unbroken employment, twelve (12) days.

(c) From the beginning of the fifth (5th) year of employment through the completion of ten (10) years of continuous unbroken employment, fifteen (15) days.

(d) From the beginning of the eleventh (11th) year of employment and for each calendar year thereafter of continuous unbroken employment, twenty (20) days.

3. Part-time employees shall be entitled to one-half (1/2) of the vacation leave for full-time employees.

4. Seasonal employees and per diem employees are not entitled to vacation leave.

5. After employees have completed their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Effective on 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 will either be charged to available compensatory time off or time will be deducted from the employee's pay.

6. If employees are terminated prior to repayment of advanced vacation leave, then salary adjustments as may be necessary shall be made to the employee's final paycheck to recover the value of the advanced vacation leave.

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

8. If employees resign with the proper notice, defined as at least fourteen (14) days' prior written notice, or retire, then employees shall be paid for earned and unused vacation leave accrued to the effective date of termination. In no case may employees be paid for more than two (2) years of unused vacation leave.

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

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

11. Employees on leave of absence without pay for more than two (2) weeks (10 working days) in any month shall not earn vacation leave during such month.

12. Employees on vacation leave or sick leave will continue to accrue vacation leave.

13. If holidays observed by the Employer occur during vacation leave, then the holidays shall not be charged against employees' vacation leave and additional vacation days shall be scheduled by the Employer.

14. Vacations shall be scheduled by the Department Head or a designee. Employees with sufficient accrued leave shall be scheduled for at least a one-seven (7) continuous day vacation period during the months of June

1 through August 31. Preference shall be given to the employee with the greater seniority. All requests for vacation leave must be approved by the employee's supervisor. The Employer may require that vacations be scheduled in other than the summer months when the needs of the Department require.

15. Upon request, employees shall receive their salary covering the period of vacation leave prior to their commencing vacation to the extent that they have earned and accrued such vacation leave and provided that at least a one (1) week vacation is to be taken and the employee has notified the Department Head at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 23
SICK LEAVE

1. Sick leave is defined as paid leave given to employees due to personal illness or accident not job related, or disability which prevents employees from performing their usual work.

Sick leave may also be granted for serious illness of a member of the employee's immediate family or household as defined in Article 26 requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employees are required to be in direct attendance for a period not to exceed three (3) working days.

2. Employees who are unable to work due to illness or other cause described in paragraph 1 above, shall give notice to the Department Head or a designee. The Employer will provide a telephone number for the employees to call and give notice. Notice is defined to mean telephone notice to the Department Head or a designee, either fifteen (15) minutes before or fifteen (15) minutes after the employee's scheduled starting time. Failure to give notification may result in disapproval of a request for sick leave and the absence may be considered an unscheduled absence without pay.

3. The employee shall report the cause of the absence to the Department Head or a designee. Upon receipt of such notice, the employee shall be informed whether the employee shall continue to report on a daily basis or whether a less frequent reporting is acceptable to the Employer.

4. When the period of absence for sick leave is five (5) days or more, then a doctor's certificate shall be submitted if the same is requested by the Department Head. Such request shall be made at a time reasonably proximate to the period of absence for sick leave.

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

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

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

8. Full-time employees shall earn sick leave as follows:

(a) One (1) working day for each full month of employment from the date of hire until the end of the first calendar year of employment;

(b) Thereafter at the beginning of each calendar year fifteen (15) working days (1 1/4 days per month) in anticipation of continued employment.

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

9. Part-time employees shall earn one-half (1/2) the sick leave of full-time employees.

10. Seasonal or per diem employees are not eligible

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for sick leave.

11. If sick leave is used up, then employees may use accrued Compensatory Time Off or Vacation Leave to extend their authorized absence from work.

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

13. Employees who give notice of their intention to retire through the Public Employees Retirement System based upon years of service and attainment of a defined age but not based on injury or other cause and who do not exercise the right to a lump sum payment pursuant to Article 29, shall not be required to report their absence daily, nor shall they be required to submit a doctor's certificate. The Employer reserves the right to have such employees examined by a doctor of its choice and at its cost.

ARTICLE 24 INJURY LEAVE

1. Injury leave, as distinguished from sick leave, is defined as paid leave given to employees due to absence from work caused by an accident, illness or injury, which occurred while working and which is compensable under the New Jersey Workers Compensation statutes or any policy of Workers Compensation insurance maintained by the Employer and 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 employees.

3. Employees absent from work due to an 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 are fulfilled.

4. Employees absent from work due to accident, illness or injury compensable under the Workers Compensation statutes or any policy of Workers Compensation insurance applicable to the said employees and who have completed three (3) months of work with the Employer shall be compensated by

the Employer on a bi-weekly basis at their regular hourly rates of pay plus longevity pay for a period not in excess of ninety (90) working days for each new and separate injury.

(a) Payment shall be by checks issued by the Employer in the full amount of the employee's pay for regularly scheduled hours. Employees who receive compensation checks for temporary disability due to injury during the aforesaid ninety (90) day period shall then 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 record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employee 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 difference between pay for regularly scheduled hours and the amount of partial disability Workers Compensation insurance payments received by the employees during the aforesaid ninety (90) day period.

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

5. (a) If the Employer is contesting the entitlement for injury leave, an absence from work may be changed to accrued sick leave.

(b) If the Workers Compensation Division determines an entitlement of an employee, then sick leave so charged shall be recredited to the employee's sick leave.

(c) If entitlement is denied by the Workers Compensation Division, then employees may utilize sick leave, if any, retroactive to the date of injury, and vacation leave, if any, to cover the absence from work.

6. The Employer may require employees to furnish medical proof or submit to medical examination by 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 the employee can return to work. Additional reports shall be received from the physician every two (2) weeks thereafter, indicating the current status of the employee's medical condition and the date of employee's anticipated return to work. In the absence of such certification, the employee shall be removed from injury leave.

8. After all injury leave is used and upon application, employees may be granted additional injury leave at the discretion of the Bergen County Executive. Decisions of the County Executive on such applications are not subject to grievance hearings. After all injury leave is used, employees may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

ARTICLE 25 PERSONAL LEAVE

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

2. Full-time employees may take one (1) day personal paid leave during each year.

3. Part-time employees may take one-half (1/2) the personal leave of full-time employees.

4. Personal leave shall not be accrued from year to year.

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

ARTICLE 26
FUNERAL LEAVE

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

2. Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and in addition, any other employee relative residing in the same residence as the employee.

3. Proof of death of the family member shall be provided to the Employer upon request of the Department Head within 30 days of the period of leave.

ARTICLE 27
LEAVES OF ABSENCE

1. Personal Leave Without Pay: Upon application, permanent employees, for reasons satisfactory to the Employer and at the Employer's discretion, may be granted a personal leave of absence without pay and without accruing credit for any other benefits for time absent for a period of up to one (1) year.

(a) A personal leave of absence shall not be granted for the purpose of employees seeking or accepting employment with any other employer.

(b) Personal leaves of absence, if granted, shall be 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 such employees to have resigned in accordance with applicable Rules of the Department of Personnel.

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

2. Family Leave:

(a) Employees shall be entitled to the

benefits of the "Family Leave Act", L. 1989, C. 261, effective May 4, 1990, hereinafter the "Act".

(b) If the Employer adopts policies pursuant to the Act, then the Union shall be notified of the same within ten (10) days.

3. Military Duty Leave: Upon application, permanent employees who are required to serve actively in the armed forces of the United States or the State of New Jersey shall be granted a leave of absence with pay for the first two (2) weeks of such duty. Thereafter, such leave shall be without pay. Military Duty Leave may be granted for up to three (3) months after release from required military service.

4. Military Training Leave: Upon application, full-time or part-time employees either probationary or permanent, who are members of the armed forces of the United States or the State of New Jersey, and who are required to undergo Military Field Training shall be granted leave of absence with pay for a period of up to two (2) weeks for such training, subject to the following conditions:

(a) Employees must present to the Department Head a certified copy of orders for military duty or military training as a condition for the granting of leave for such duty or training.

(b) Military pay received by employees while on military training leave shall be retained by them.

(c) Except as provided in paragraph (d) below, sick leave or compensatory time off to which employees may be entitled shall not be diminished.

(d) Full-time or part-time employees either provisional or unclassified who have been continuously employed by the Employer for at least one (1) year, on the date such military training is to commence shall be granted a leave of absence with pay as provided in Section 4 above.

(e) Full-time or part-time employees, either

temporary, provisional or unclassified, 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 Duty Leave: Upon application, leaves of absence with pay shall be granted to employees called for jury duty.

(a) Such leave shall not be charged to vacation or sick leave.

(b) Fees received as a juror other than for meal or travel shall be turned over to the Employer.

6. Pay as used in this Article is defined to mean the regular hourly rate of pay plus such longevity pay to which the employee may be entitled.

7. If employees are on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, then any annual salary increase which accrues for all employees in the bargaining unit during such period of leave shall not be paid upon return to work, but shall be delayed for a period equal to the period of unpaid leave. There shall not be a delay to a salary increase resulting from a promotion.

ARTICLE 28 HEALTH BENEFITS

1. Medical Benefits: Upon application, all full-time and part-time employees shall be enrolled in the New Jersey State Health Benefits Plan, hereinafter referred to as the "State Plan". Such employees, their spouses and eligible dependents, as defined in the State Plan, shall be covered and provided benefits.

(a) The Employer shall pay the entire premium for such enrollment.

(b) The Employer reserves the right to substitute a different insurance carrier which provides equivalent or better benefits than are

provided by the State Plan.

2. Dental Benefits: Upon application, all full-time and part-time employees shall be enrolled in the Dental Benefits Insurance Program sponsored by the New Jersey Dental Service Plan, Inc., hereinafter the "Delta Plan", bearing Group No. 3167-05 2B.

(a) The entire premium shall be paid by the Employer for such employees who choose to enroll. No employee is obligated to enroll.

(b) The benefits provided by the Delta Plan and the rate schedule are incorporated into this Agreement by reference. Such benefits include annual benefits which do not exceed \$1,000.00 for general dental care and which do not exceed \$800.00 for orthodontic care per patient per calendar year and a \$25.00 per patient per calendar year deductible with a co-payment thereafter as provided in the Delta Plan.

(c) The Employer reserves the right to substitute a different insurance carrier which provides equivalent or better benefits than are provided by the "Delta Plan".

3. Prescription Drugs: Upon application, all full-time and part-time employees shall be enrolled in the prescription drug plan sponsored by the Paid Prescription Plan, hereinafter referred to as the "Paid Plan", No. 4070000.

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

(b) The Plan shall provide that the first \$2.00 of cost of the prescriptions shall be paid by the employee and the balance shall be paid by the Plan and that each prescription shall be for a supply of medication not to exceed thirty (30) days.

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

4. Eye Care: Upon application, the Employer shall reimburse employees for expenses incurred by them for

eye care during the term of this Agreement, subject to fulfillment of the following conditions:

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

(b) A bill for the expense or other proof thereof, together with a voucher signed by the employee pursuant to this Agreement; and

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

(d) The total reimbursement by the Employer shall not exceed \$125.00 for any employee in any calendar year of this Agreement.

5. Seasonal and per diem employees are not eligible for enrollment in any of the Health Benefits Plans described in paragraphs 1, 2, 3 or 4 of this Article and the Employer has no obligation to pay premiums or provide coverage for such employees.

6. If the Employer determines to establish a program of self insurance for the benefits described in this Article, then the parties agree to reopen negotiations on such issue only. No change shall be made until the parties reach agreement.

ARTICLE 29 TERMINAL LEAVE BENEFIT

1. Employees, upon retirement within the meaning of the statutes governing the New Jersey Public Employees Retirement System and the rules and regulations of the Public Employees Retirement Board, or employees who terminate their service after reaching age 60 but are not covered by the Public Employees Retirement System shall receive a terminal leave benefit in the form of a lump sum payment as provided below:

(a) One-half (1/2) of the earned accrued sick leave hours multiplied by the average daily 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; or

(b) One-half (1/2) day pay, the hourly rate of pay being computed as in paragraph (a), for each full year of employment.

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

3. Part-time employees are eligible for the benefit provided by this Article.

ARTICLE 30 PENSION BENEFIT

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

2. Employees who are required to join the 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, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate contribution for this additional life insurance is three-quarters (3/4) of one (1%) percent of base salary.

3. The total amount of life insurance payable depends upon three factors: annual salary, age and pension membership status at the time of death. If employed at the

time of death, insurance coverage is one and one-half (1 1/2) times the employee's annual salary or three (3) times if the employee has contributory Life Insurance Coverage in the final year of service. Upon retirement, Life Insurance Coverage is continued for the retirees without cost to them, but the total amount of coverage is reduced as provided by the rules of PERS.

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

ARTICLE 31 PERSONNEL FILE

1. Personnel files for all employees shall be maintained by the Employer's Personnel Department. No entries, notations, documents or other papers which reflect ability, performance or character shall be placed in the files without first having been shown to such employees, giving such employees the opportunity to place their initials thereon and to place their own written statements in the file.

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

ARTICLE 32 TUITION REIMBURSEMENT

The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, upon fulfillment of each of the following conditions:

(a) The course is directly job-related and has received the prior approval of the Department Head, which approval shall not be unreasonably withheld;

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

(c) The cost to the Employer shall not exceed \$50.00 per credit;

(d) Employees shall be entitled to reimbursement for not more than six (6) credits per calendar year;

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

ARTICLE 33
PHYSICAL EXAMINATIONS

1. Upon application, all employees shall be entitled to receive a physical examination 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 employee.

2. Employees desiring a physical examination shall so indicate in writing, to the Department Head or designee. The physical examination shall be scheduled by the 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 such insurance coverage are paid for by the Employer.

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

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

ARTICLE 34
USE OF PERSONAL VEHICLE

1. If the Department Head or a designee authorizes employees to use their personal motor vehicle for the business of the Employer, such as travel between parks during regularly scheduled hours of work or during overtime work, then such employees shall be reimbursed at the rate

of twenty-two (\$.22) cents per mile traveled.

2. The Employer reserves the right to transport employees for the purposes set forth in Section 1 by an Employer-owned vehicle, in which case there shall be no reimbursement.

ARTICLE 35 CONTRACTING OUT WORK

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

ARTICLE 36 UNION SECURITY

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

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

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

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

5. The Union will indemnify, defend and save the Employer harmless from any and all claims, demands, legal 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 authorization for deductions of dues or deductions made in lieu of dues.

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

7. The Employer shall recognize up to one (1) Steward as designated by the Union. When authorized by the Department Head, the Steward may be released from work without loss of pay during normal working hours to attend grievance hearings and to carry out the intent and purpose of this Agreement.

8. The number of stewards authorized by the Employer to attend grievance hearings shall not exceed one (1).

ARTICLE 37 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

(b) the application, interpretation or alleged violation of Employer work rules, regulations or administrative decisions not expressly included in this Agreement which, nevertheless, intimately and directly affect the work and welfare of the employees provided that the event grieved does not infringe upon the inherent managerial prerogative of the Employer; and further provided that the event grieved otherwise qualifies as a negotiable term and condition of employment.

2. (a) All disputes concerning major disciplinary

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

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

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

(b) Employees shall discuss the grievance with their immediate supervisor who shall make a verbal response within ten (10) days. If the employees or the Union are not satisfied with the result of the discussion, then the employees or the Union may file a written grievance with the Department Head within ten (10) days of the response of the Supervisor.

(c) The Department Head or a designee shall, within ten (10) days of the receipt of the grievance, make a written decision and issue a copy to the Union and the employee. If the Union or the employee are not satisfied with the decision, then a written request for a hearing may be filed with the County Executive within ten (10) days of the response of the Department Head.

(d) The County Executive or a designated hearing officer shall hold a grievance hearing within ten (10) days of receipt of the grievance

and shall advise the employees and the Union of the decision, in writing, within ten (10) days of the close of the hearing.

4. (a) If the decision of the County Executive or a designee is not satisfactory to the Union, then the Union, but not the employee, shall have the right to submit the grievance to the New Jersey Public Employment Relations Commission for arbitration according to the rules. The submission shall be made within ten (10) days of the receipt of the decision of the County Executive by the employee and the Union. A copy of the submission shall be served on the County Executive. If a submission is not made within ten (10) days, then the grievance shall be deemed settled and arbitration waived.
- (b) By mutual consent, the parties may waive the requirement that the notice of appeal be delivered within ten (10) days.
- (c) The arbitrator shall have the power to conduct a hearing pursuant to the Rules of the New Jersey Public Employment Relations Commission, and to make a final decision, which decision shall neither modify, add to nor subtract from the terms of Agreement, and the above referenced rules, regulations or policies.
- (d) The arbitrator's decision shall be binding on both parties.
- (e) The cost of the arbitration shall be paid pursuant to the Rules of the Commission.

5. Employees shall be disciplined only for such cause as is set forth in the Rules of the Department of Personnel, N.J.A.C. 4A: 2-2.3(a) 1-8, which is incorporated by reference.

6. Employees who have not completed the probationary period shall not have a contractual right to file a grievance, but shall have such rights as may be provided by the Rules of the Department of Personnel.

ARTICLE 38 NO STRIKE AND NO LOCKOUT

1. Neither the Union nor the employees shall engage in a strike, work stoppage, work slow-down, sympathy

strike or any similar type of concerted action which has the effect of a strike, work stoppage or work slow-down on the Employer's operations.

2. If the employees engage in concerted action as described in paragraph 1 of this Article, then the Union will make its best effort to persuade the employees to cease such action.

3. The Employer shall not lock out the employees.

ARTICLE 39
SAFETY

1. The parties shall cooperate to provide healthy and safe working conditions. The Employer, the Employer's insurance carrier and the Union shall participate in the existing Safety Committee. The purpose of the Committee is to review injuries and develop procedures designed to prevent future injuries, and to generally make recommendations concerning prevention or elimination of unsafe conditions. The Committee shall make recommendations to the Department Head. The decision of the Department Head with regard to such recommendations is not arbitrable.

2. If employees believe that the continued performance of their work creates an imminent and serious danger to their health, then the following procedure shall be followed:

(a) Employees shall communicate with their immediate supervisor and explain why they believe that there is an immediate and serious danger. The supervisor and the employees shall thereupon discuss and attempt to resolve the condition.

(b) If discussion fails to resolve the condition, then the Department Head or a designee shall be contacted to observe the condition and resolve the dispute. For example: If the safety of a motor vehicle or unit of equipment is an issue, then a mechanic employes by the Parks Department shall be called to the scene to inspect the same. The parties shall then take appropriate action based upon the opinion of the mechanic. If the mechanic finds it to be unsafe, then it shall not be operated.

3. If after the completion of the aforesaid procedure, employees or the Union are not satisfied that the safety dispute has properly been resolved, then a grievance may be taken. The grievance shall be heard by the Employer at the third step in the grievance procedure.

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

ARTICLE 40
CONTINUATION OF PRIOR TERMS
AND CONDITIONS OF EMPLOYMENT

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

ARTICLE 41
CONTINUATION OF CONTRACT

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

ARTICLE 42
SAVINGS PROVISION

1. If the provision of this Agreement is adjudicated void, illegal or unenforceable by a court of competent jurisdiction, then all other provisions of this Agreement not so affected, 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 43
ENTIRE AGREEMENT

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its proper officers and witnessed on the day and year shown on Page 1.

WITNESS:

Michael Ryan

THE COUNTY OF BERGEN

BY: *William D. McDowell*
William D. McDowell,
County Executive

WITNESS:

LOCAL 29, RWDSU, AFL-CIO

BY: *Paul Freda*
PAUL FREDA,
Secretary/Treasurer

Anne Schmidt
Ingrid Colefeld
Betty Jean McVey

SCHEDULE "A"

TITLES WITHIN THE WHITE COLLAR UNIT
AT THE BERGEN COUNTY PARKS DEPARTMENT


<u>TITLES</u>	<u>PAY GRADES</u>
Senior Receptionist	410
Clerk Typist	406
Senior Clerk Typist	409
Principal Clerk Typist	413
Principal Clerk	413
Principal Payroll Clerk	413
Principal Payroll Clerk, Typist	413
Principal Account Clerk	413
Principal Data Control Clerk	415
Principal Employee Benefits	413
Senior Accountant	422
Management Specialist	422
Account Clerk	408

If an employee is presently assigned to work at the Bergen County Parks Department, or an employee hired to work at the Parks Department after the date of this Agreement is appointed or promoted to a clerical title which is not set forth above, then such title shall be added to the list of titles within the Bargaining Unit and added to Appendix "A", on condition that such title is not confidential, managerial or otherwise excluded from the Bargaining Unit by law.

The parties recognize that the following employees listed below are within the white collar bargaining unit notwithstanding their assignment to departments other than the Department of Parks: Carolyn Arnold, Ingrid Colefield, Anne Schmidt and Eletta Werlock.

SCHEDULE "B"

MINIMUM AND MAXIMUM RATES OF PAY FOR THE
TITLES WITHIN THE WHITE COLLAR UNIT AT
THE BERGEN COUNTY PARKS DEPARTMENT



<u>PAY GRADE</u>	<u>1990-1992 MINIMUM</u>	<u>1990-1992 MAXIMUM*</u>
406	\$8,513.	\$17,033.
408	9,068.	19,475.
409	9,168.	35,160.
410	9,310.	28,159.
411	-	-
412	-	-
413	10,898.	37,687.
414	-	-
415	11,737.	34,155.
417	-	-
418	-	-
422	17,282.	35,206.

*includes maximum \$1,000.00 for longevity

SCHEDULE "C"

INCREASES TO ANNUAL RATES OF PAY

- A. FOR EMPLOYEES WITH TEN (10) OR MORE YEAR OF EMPLOYMENT AS OF JANUARY 1, 1990:

<u>JANUARY 1, 1990</u>	<u>JANUARY 1, 1991</u>	<u>JANUARY 1, 1992</u>
\$1,600.00	\$1,600.00	\$1,550.00

- B. FOR EMPLOYEES WITH NINE (9) OR LESS YEARS OF EMPLOYMENT AS OF JANUARY 1, 1990:

<u>JANUARY 1, 1990</u>	<u>JANUARY 1, 1991</u>	<u>JANUARY 1, 1992</u>
\$1,400.00	\$1,400.00	\$1,550.00

IF EMPLOYEES ATTAIN A TENTH (10TH) YEAR OF EMPLOYMENT DURING 1990, THEN EFFECTIVE JANUARY 1, 1991, THE INCREASE FOR SUCH EMPLOYEES ON JANUARY 1, 1991 SHALL BE \$1,600.00.