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BERGEN COUNTY PARK COMMISSION

and

LOCAL 29, RWDSU, AFL-CIO

1985-1986

CONTRACT

*(Blue Collar Employees)*

X 1/1/85-12/31/86

This Agreement is made this 15th day of May, 1985, between the Board of Chosen Freeholders of the County of Bergen (operating through the Bergen County Park Commission, hereinafter referred to as "Employer," and Local 29, RWDSU, AFL-CIO, hereinafter referred to as "Union," in exchange for the mutual promises, covenants and undertakings contained in this Agreement, agree as follows:

#### ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for collective negotiations respecting terms and conditions of employment for all full-time forty (40) hours per week and part-time (at least twenty (20) but less than forty (40) hours per week) "blue collar" employees employed by the Employer but excluding therefrom, all other employees including seasonal workers, hereinafter defined, per diem employees, hereinafter defined, craft workers, confidential employees, managerial executives, police, professionals and supervisors within the meaning of the New Jersey Employer-Employee Relations Act. Attached hereto as Appendix "A" is a list of all titles covered by this Agreement. of the employees in the negotiating unit certified as Court Clerk in accordance with the certification of the Public Employee Relations Commission, dated January 22, 1976, Docket No. RO-618.

#### ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 1985 through December 31, 1986, and the status quo as of the latter date shall remain in full force and effect until a new contract is executed.

#### ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

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

2. Collective negotiations for the contract period beginning January 1, 1987 shall commence on or about September 15, 1986.

#### ARTICLE 4 - MANAGEMENT RIGHTS

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 therewith, to reduce the number of employees, introduce new methods, equipment or procedures whether or not the number of employees is reduced and to introduce work rules which are not inconsistent with the terms of this Agreement. However, 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 will discriminate against employees because of race, color, creed, national origin, age or sex, and shall not discriminate against, interfere with or coerce employees regarding membership or non-membership in the Union.

## ARTICLE 6 - RATES OF PAY

### Section 1.

Employees covered by this Agreement who commenced their employment with the Bergen County Park Commission prior to January 1, 1985 shall receive an increase of 7% to their existing salary as of December 31, 1984 for 1985, and an increase of 6% to their existing salary as of December 31, 1985 for 1986.

### Section 2.

The hourly rates of pay shall be determined by dividing the annual rates of pay by 2,080.

### Section 3.

Employees shall be paid for their regularly scheduled work by check, issued one time in every fourteen (14) day period.

### Section 4.

Those employees who are hired after July 1 shall not receive an increase to their annual rates of pay on the next January 1, but shall receive their first increase on their six (6) month anniversary date of hire. Thereafter, their annual increase shall be effective on January 1 of the following year, said increase to be commensurate with the percentage increase to be received by employees covered in the preceding paragraph.

### Section 5.

Employees covered by this Agreement who are entitled to the increases to their annual rates of pay on January 1, 1984, in accordance with Article 6, Sections 7, 8 or 9 of the previous Agreement, covering 1983 and 1984, shall retain those increases as part of their existing base pay.

## ARTICLE 7 - SHIFT DIFFERENTIAL

### Section 1.

Employees whose regular hours of work begin at 4:30 P.M. shall be paid a shift differential of thirty (30) cents per hour worked. Employees whose regular hours of work begin at 12:00 A.M. shall be paid a shift differential of forty (40) cents per hour worked. If employees who are paid a shift differential work overtime, then the overtime pay shall be computed upon the hourly rate of pay and the shift differential shall not be included in such a computation.

Section 2.

Park Guards, Park Attendants and Senior Park Guards whose regular hours of work begin after 3:30 P.M. shall be paid a shift differential of thirty (30) cents per hour worked.

ARTICLE 8 - LONGEVITY PAY

Section 1.

Employees who have completed consecutive unbroken years of full time employment as set forth below shall receive longevity pay as set forth below.

	<u>1985</u>	<u>1986</u>
After completion of 6 years -	\$200.00	\$200.00
After completion of 9 years -	\$400.00	\$400.00
After completion of 14 years -	\$800.00	\$800.00
After completion of 19 years -	\$1000.00	\$1000.00

Section 2.

Employees who are regularly scheduled to work at least 1,040 hours a year but less than 2,080 hours a year for the consecutive unbroken years set forth in the preceding paragraph shall receive fifty (50%) per cent of the longevity pay provided in the preceding paragraph.

Section 3.

Employees who are regularly scheduled to work at less than 1,040 hours a year, per diem employees and seasonal employees shall not receive longevity pay.

Section 4.

Such payments for the years 1985-86 shall be made in 26 equal payments commencing the first pay period of 1985 and shall be included as a part of the base salary.

ARTICLE 9 - JOB DESCRIPTIONS

The parties have agreed upon the job descriptions for each of the titles set forth in Appendix "A" and the job descriptions have been initialed by representatives of the parties and the descriptions are incorporated by reference into this Agreement.

## ARTICLE 10 - PROMOTIONS

### Section 1.

If there is a vacant position at a park or facility, the Employer shall at the time of the Employer's notice of the vacancy post notice of the vacant position for a period of five (5) days at the park or facility where the said vacancy occurs. If there is no qualified employee at a particular park or facility, notice of the vacant position shall be posted at all of the parks and facilities for a period of ten (10) days. If there is no interested or qualified employee within the park system, then the position shall be filled from outside the work force.

### Section 2.

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

## ARTICLE 11 - RATES OF PAY UPON PROMOTION

Employees who are promoted to a job title with a higher pay grade shall have their annual rates of pay increased to the greater of either 1) the minimum rate of pay for the higher pay grade, or 2) their annual rates of pay prior to promotion plus seven and one-half (7 1/2%) percent.

## ARTICLE 12 - TEMPORARY WORK ASSIGNMENTS

Employees who are expressly assigned for a temporary period by the Employer to assume a new job role which has a higher salary range than their regular job role shall be compensated for the assumption of the new job title in the following manner:

Effective on the fifth (5th) day of the performance of the new job, and then retroactive to the first (1st) day, such employees will receive the greater of either the minimum rate of pay for the new job role, or the employee's existing rate of pay plus an additional five (5%) per cent. The Employer may not interchange the specific employees temporarily performing the higher job role for the purpose of avoiding payment under this section.

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

If employees work in the new higher job role for a period in excess of four (4) consecutive months, they shall be forthwith appointed by the Employer to the said new higher job and shall be paid accordingly.

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

Section 3.

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

Section 4.

The Employer may continue to use volunteer help on the same basis as volunteers were used as of the date of this Agreement.

ARTICLE 15 - SENIORITY

Section 1.

Seniority is hereby defined as the length of continuous employment of an employee at a particular park or facility operated by the Bergen County Park Commission as measured from the date of employment at the particular park or facility. The employee with the longest continuous service shall have the greatest seniority. The Employer will prepare a seniority list and transmit it to the Union within thirty (30) days of the execution of this Agreement, which list will set forth the names of all employees in the bargaining unit and their dates of hire. The Employer will prepare a revised seniority list and transmit it to the Union during the month of January of the term of this Agreement. In the event seniority cannot be determined as defined above, Commission-wide employment seniority shall be used next and then county-wide employment seniority.

Section 2.

The parties will recognize seniority, as defined in Section 1, as a factor in the scheduling of job assignments, hours, working conditions, vacations, promotions and demotions, job openings and transfers. If layoffs are necessary then seniority shall be measured from the date of hire with the Bergen County Park Commission. Benefits based upon years of employment shall be measured from the date of hire with the Bergen County Park Commission.

Section 3.

If employees have been involuntarily transferred for any reason from one park or work area to another, then the seniority of such employees shall not be changed and such seniority shall then be applied as if it were accrued while the employees were at the park to which they have been transferred.

## ARTICLE 16 - HOURS OF WORK

### Section 1.

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

### Section 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).

### Section 3.

Full time employees shall be regularly scheduled to work eight (8) hours on five (5) days for a total of forty (40) hours. Part time permanent employees shall be regularly scheduled to work a total of twenty (20) hours a week.

### Section 4.

The work day for park maintenance, construction and engineering employees shall begin at 8:00 A.M. and end at 4:30 P.M., Monday through Friday. The starting time and ending time for all other employees may be adjusted pursuant to the past practices of the Employer. This work schedule does not apply to Park Guards, Park Attendants, Zoo employees and Wildlife Center employees. Furthermore, golf course employees and all personnel assigned to the Campgaw ski area in the winter months shall have a Monday through Friday work week, with regularly scheduled hours which shall be fixed in accordance with the specific needs of the facility. Weekend assignments for such employees with Monday through Friday schedules shall be compensated with compensatory time off (CTO).

### Section 5.

The Employer shall post a schedule of regular hours of work and days of work for each employee for each fourteen (14) day 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 except Park Guards and Park Attendants in each work week. Park Guards and Park Attendants shall receive two (2) days off in each week but the days off need not be consecutive.

### Section 6.

If the Employer wishes to change the schedule described in Section 5, then the Employer shall give the employee and the Union thirty (30) days notice before the change is made. The notice need not be given in emergency situations, which may include situations created by weather conditions.

### Section 7.

For the first forty (40) hours of work in each work week, employees shall be paid at straight time at their regular rate of pay.

Section 8.

For hours of work in excess of forty (40) hours in a work week, which have been authorized by the Executive Director or his designee, employees shall be receive compensatory time off (CTO) at the rate of one and one half (1 1/2) times the excess hours worked. All overtime hours must be entered on the weekly time sheets maintained by the Employer. CTO shall be utilized only with the approval of the Executive Director, and must be liquidated no later than March 31 of the following calendar year.

Section 9.

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

Section 10.

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

Section 11.

Full time employees who are required to work eight (8) hours on a holiday shall be paid at the rate of time and one half (1 1/2) their hourly rate of pay for the hours worked. This compensation is in addition to the eight (8) hours pay provided for by Article 18, Section 1. No compensatory time off (CTO) shall be given.

Section 12.

Employees who choose to take time off instead of payment for holidays worked shall be deemed to have earned compensatory time off (CTO). CTO may be accrued as provided in Article 17. CTO shall be utilized only with the approval of the Executive Director, and must be liquidated by March 31 of the following year.

Section 13.

Employees who are called back to work on the same day after the end of their regular hours of work shall be paid the greater of either a minimum of four (4) hours at time and one half (1 1/2) the 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 continue working beyond the end of their regular work day.

Section 14.

Employees who are called in to work at a time prior to the regular starting time shall be paid the greater of either a minimum of two (2) 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).



Section 15.

If the Executive Director or his 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.

Section 16.

The Employer shall schedule an unpaid 30 minute "lunch break" for the employees at approximately the mid point of their work day.

Section 17.

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

Section 18.

The Employer will allow a reasonable period for employees to wash up prior to the end of their work.

ARTICLE 17 - ASSIGNING OF OVERTIME HOURS

Section 1.

Overtime List: Overtime shall be assigned by the Executive Director or his designee on a rotating basis according to the appropriate job title for work to be performed. An overtime list within each park or facility shall be posted with employee's names arranged according to seniority in each title. Overtime shall first be offered to the employee whose name first appears on the said list. Any time an employee has been offered overtime his name shall be placed at the bottom of the list. The next opportunity for overtime work shall be offered to the employee whose name next appears at the top of the list. The employees shall be obligated to work overtime as needed. The Employer will try to give the employees prior notice of the need for overtime work.

Section 2.

Compensatory Time Off: Employees who work in excess of regular hours shall take CTO. CTO hours accrued by December 31 must be taken by the following March 31. If the extra hours are worked at straight time, CTO shall be taken at straight time. If the extra hours are in excess of forty hours, then employees may elect to take off one and one half (1 1/2) times the hours worked. The scheduling of the hours off is subject to the approval of the Executive Director.

## ARTICLE 18 - HOLIDAYS

### Section 1.

The Employer recognizes the holidays set forth below and permanent full time and permanent part time employees shall be paid for such holidays whether or not they are scheduled to work on such holidays. Permanent full time employees shall be paid for eight (8) hours and permanent part time employees shall be paid for a part of the eight (8) hours in the same proportion that the number of their regularly scheduled hours of work in a week has to forty (40) hours.

The recognized holidays are: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, observed on the third Monday in February, Good Friday, Memorial Day, observed on the last Monday in May, Independence Day, Labor Day, Columbus Day, observed on the second Monday in October, Election Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

### Section 2.

Holidays which fall on a Sunday will be observed on the next Monday and if it falls on a Saturday, it will be observed on the preceding Friday.

### Section 3.

If a holiday falls during a vacation, then an additional vacation day shall be scheduled by the Employer.

### Section 4.

a. If a holiday falls 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 holiday.

b. If a holiday falls during a period of unpaid leave of absence, employees will not be paid for the holiday.

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

d. Full time employees who work on a holiday shall be paid at the option of the employee, either: 1) payment at a rate of time and one half (1 1/2) for all hours worked plus the pay provided in Section 1; 2) the pay provided in Section 1 plus one and one half (1 1/2) hours off with pay for each hour worked on the holiday.

e. Seasonal and per diem employees are not entitled to holidays or premium payment for work on holidays.

## ARTICLE 19 - VACATION LEAVE

### Section 1.

Vacation leave for full time employees shall be earned and accumulated in the following manner:

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

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

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

d. For all employees hired after the execution date of this Agreement, vacation leave shall be accumulated in the following manner:

1) From the first year of employment to and including the completion of the fourth year, ten (10) days per year.

2) From the fifth year of employment to and including the completion of the tenth year, fifteen (15) days per year.

3) From the beginning of the eleventh year and thereafter, twenty (20) days per year.

### Section 2.

Part time employees shall earn vacation leave in proportion to the amount earned by full time employees. The number of regularly scheduled hours of work a week divided by forty (40) hours.

### Section 3.

Seasonal employees and per diem employees shall not earn vacation leave.

### Section 4. General:

a. When employees complete their first six months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off or time deducted from the employee's pay.

b. If employees are terminated prior to repayment of advanced vacation leave, then the necessary salary adjustment will be made on the employee's final paycheck to recover the value of the advance.

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

d. If employees resign with proper notice, or plan to retire, then employees must be paid for earned and unused vacation leave as of the effective date of termination. In no case may employees be paid for more than two (2) years of unused vacation leave.

e. If employees should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to their estate.

f. Employees while on vacation leave shall be paid the same amount that they would have earned working their regular hours.

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

h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.

i. If a holiday observed by the Employer occurs during the period of vacation leave, then the holiday shall not be charged against the employee's vacation leave and another vacation day shall be scheduled by the Employer.

j. Vacations shall be scheduled by the Executive Director or his designee. All employees shall be scheduled for at least one seven (7) continuous day vacation during the period June 1 through August 31. If there is a conflict of schedules, then preference shall be given to the employee with 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 it.

k. All requests for vacation leave by an employee of one (1) day must be made upon three (3) working days notice to the Employer, and all requests for vacation leave by an employee of two (2) or more days must be made upon ten (10) working days notice to the Employer.

k. Employees upon request shall receive their salary covering the period of vacation prior to the commencing vacation to the extension that they have earned and accrued such vacation time and provided that at least a one week vacation is to be taken and the employee has notified the Executive Director at least thirty (30) days prior to the commencement of the vacation.

## ARTICLE 20 - SICK LEAVE

### Section 1.

If employees are unable to report to work due to illness (or for any other reason), they shall give notice to the Executive Director or his designee. The Employer will provide a telephone number for the employees to call and give notice. Proper notice shall require telephone notice to the Executive Director or his designee either fifteen (15) minutes before or fifteen (15) minutes after the employee's scheduled starting time. Failure to give proper notification may result in disapproval of a request for sick leave and the absence may be considered an unscheduled absence without pay.

### Section 2.

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

### Section 3.

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

### Section 4.

Sick leave is earned and accumulated in the following manners:

One working day for each full month of service from the date of hire until the end of the first calendar year of employment; thereafter fifteen (15) working days (1 1/4 days per month) for each calendar year. Employees who begin work after the fourth day of the month shall not earn sick leave for that month.

### Section 5.

Part time employees shall earn sick leave in proportion to the leave earned by a full time employee. The proportion shall be the same as the number of regularly scheduled hours worked in each pay period has to eighty (80) hours.

### Section 6.

Seasonal or per diem employees are not eligible for sick leave.

### Section 7.

Sick leave may be granted for:

1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position; or

2) Serious illness of a member of the employee's immediate family or household (as defined in Article 23 - Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days; or

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

#### Section 8.

Accumulated sick leave is forfeited upon separation from the Employer's service, except as provided for under "Terminal Leave, under Article 28, hereinafter."

### ARTICLE 21 - INJURY LEAVE

#### Section 1.

Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury, which occurred while performing duties and which are compensable under the Workers Compensation statutes or any policy of Workers Compensation insurance applicable to the said employees.

#### Section 2.

Claims made in connection with injury leave are subject to the same rules and regulations as Workers Compensation insurance and payment shall not be made if the accident is proved to have been due to intoxication or willful misconduct by the employee. Employees absent from work due to 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 have been fulfilled.

#### Section 3.

After all injury leave is used, employees may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. 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.

#### Section 4.

Use of Injury Leave: Employees absent from duty 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 service with the Employer will be compensated by the Employer on a bi-weekly basis at the regular hourly rate of pay plus longevity pay for a period not in excess of ninety (90) working days for each new and separate injury. Payments shall be made in either of the following ways:

1) Checks shall be issued by the Employer in the full amount of the employee's base salary. 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

2) Checks shall be issued by the Employer in an amount equal to the difference between the employee's regular hourly rate of pay plus longevity and the amount of partial disability Workers Compensation insurance payment received by the employees during the aforesaid ninety (90) day period.

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

#### Section 5.

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

If eligibility 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.

#### Section 6.

Medical Proofs: To limit its obligations for each new separate injury, the Employer may require employees to furnish medical proof or submit to medical examination by 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.

Section 7.

Employees who suffer an injury while on duty, 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 duty. Additional reports shall be received from the physician every two (2) weeks thereafter, indicating the current status of the employee's health and the date of the employee's anticipated return to duty. In the absence of such certification, the employee shall be removed from injury leave.

ARTICLE 22 - PERSONAL LEAVE

Section 1.

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

Section 2.

Full time employees shall receive eight (8) hours of personal paid leave during each year. Part time employees shall receive four (4) hours of personal paid leave each year. Personal leave may not be accrued from year to year.

Section 3.

The Executive Director of the Park Commission or a person designated by him shall be notified by employees in advance of their intention to use personal leave and except in emergencies, prior approval of the Executive Director or the designee must be obtained before personal leave may be taken.

ARTICLE 23 - FUNERAL LEAVE

Employees shall be entitled to four (4) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

ARTICLE 24 - LEAVE OF ABSENCE

Section 1.

Leave Without Pay: Upon application, permanent employees, for reasons satisfactory to the Employer, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Employer.



1) A personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with any other employer.

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

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

#### Section 2.

**Maternity Leave:** Upon request, female employees shall be granted permission to use accumulated sick leave for maternity purposes. If an employee's sick leave is limited and upon request by the employee, the Employer shall approve a leave of absence without pay not to exceed six (6) months. Upon the employee's request, the department head shall schedule an appointment with the registered nurse in the Medical Clinic.

#### Section 3.

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

#### Section 4. Military Training Leave:

1) Full time or part time employees either probationary or permanent, who are members of any component of the Armed Forces of the United States or New Jersey, and who are required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employees must provide a certified copy of orders for military training to the Executive Director prior to the granting of leave for such training. Any military pay received by employees while on military training leave may be retained by them and shall be in addition to the regular hourly rate of pay plus longevity, which would have been paid by the Employer had such training not been ordered. Except for employees in Section 3) below, if military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which employees may be entitled.

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

3) 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.

Section 5.

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

ARTICLE 25 - ABSENCE FROM WORK

Section 1.

Unscheduled Absences: If, employees are unable to report for duty, then they must notify the Executive Director or his designee as soon as possible, and before scheduled starting time. Employees absent from work without notification for five (5) consecutive working days will be considered to have resigned, "not in good standing."

Section 2.

Scheduled absences: 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 the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

ARTICLE 26 - LAYOFFS

Section 1.

Layoffs shall be made in the following manner: Per diem employees shall be laid off first, then seasonal employees, then part time permanent employees, then full time permanent employees, in reverse order of seniority within the job title affected.

Section 2.

Notices of any layoff shall be served upon the employee to be affected and the Union at least forty-five (45) days before the effective date thereof.

Section 3.

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

## ARTICLE 27 - HEALTH BENEFITS

### Section 1.

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

### Section 2.

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. The program commonly known as the "Delta Plan III-A" shall provide orthodontic coverage not to exceed eight hundred (\$800.00) dollars per case per patient. The entire premium shall be paid by the Employer. It is understood that no employee is obligated to enroll and participate in the program.

### Section 3.

Upon application, all full time and part time employees shall be enrolled in the Washington National Life Insurance Disability Benefits Plan, or a company agreeable to both parties. The Employer shall pay the entire premium for such enrollment and coverage. The Employer reserves the right to substitute another insurance carrier and to provide equivalent or better benefits.

### Section 4.

Seasonal employees and per diem employees are not eligible for enrollment in any of the Health Benefit Plans mentioned in this Article and the Employer has no obligation to pay any premiums therefore.

### Section 5.

The Employer agrees to provide a prescription program fully paid by the Employer, which shall be the program provided to other bargaining units representing County employees which has the basic requirements that the employee pay the first \$2.00 of each prescription and that each prescription shall be for a supply of medication not to exceed thirty days.

### Section 6.

The County shall reimburse employees for expenses incurred by them for eye care, subject to the following:

(i) the expense shall have been incurred to a recognized supplier of eye care (e.g., physician, optometrist, laboratory, supplier of eye glasses or contact lenses, etc.); and

(ii) a bill for the expense or proof of the expenditure together with a voucher signed by the employer, shall have been submitted to the County; and

(iii) the expense is not one covered by any other insurance program supplied by the County under this Agreement; and

(iv) the total reimbursement by the County does not exceed \$50.00 in each year.

In the event the County desires to enter into a program of self-insurance regarding coverage for the benefits enumerated above, the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in the Agreement shall be effective without the consent of both parties.

#### ARTICLE 28 - TERMINAL LEAVE PAYMENT

##### Section 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 Employee's Retirement System shall receive a terminal leave lump sum payment in accordance with Option 1 or Option 2:

Option 1. One-half (1/2) of the earned and unused accumulated sick leave hours multiplied by the average hourly rate of pay plus longevity pay received during the twelve month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed Sixteen Thousand (\$16,000.00) Dollars.

Option 2. One (1) day of pay, the hourly rate of pay being computed as in Option 1 above for each full year of service. of Bergen.

##### Section 2.

In the event of the death of an active employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the employee has been employed by the County for seven (7) consecutive years.

##### Section 3.

Part time employees are eligible for this benefit.

## ARTICLE 29 - PENSION

The Employer shall continue in effect the pension plan offered to its employees during the term of this Agreement which is described in part as follows:

### Section 1.

Membership in the contributory pension plan is compulsory for and only offered to permanent employees who earn more than Three Hundred (\$300.00) 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 service are available in the Personnel Department of the County. Employees are encouraged to make use of this service early in their careers.

### Section 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.

### Section 3.

The total amount of life insurance payable to the employee's estate depends upon three (3) factors: annual salary, age and pension membership status at the time of death. If actively employed at the time of death, insurance coverage is one and one (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 retiree, without cost to him, but the total amount of coverage is reduced.

### Section 4.

The provisions of this Article shall not be construed to have constituted negotiations upon any pension statute or statutes of the State of New Jersey as prohibited by N.J.S.A. 34:13A-8.1.

## ARTICLE 30 - PERSONNEL FILE

A personnel file for each employee shall be maintained at the Park Commission office. No entries, notations, documents, etc. which reflect on the employee's ability, performance or character shall be placed in the file without first having been shown to the employee and giving the employee the opportunity to place his or her initial thereon and to place a written statement in the file. Employees have the right to review their personnel files upon reasonable notification to the Executive Director or designee.

## ARTICLE 31 - UNIFORMS

### Section 1.

The Employer shall provide uniforms to each employee as follows: 2 long sleeved shirts, 2 short sleeved shirts, 2 pants, 1 insulated sweat shirt or winter jacket (at employee's discretion), 1 spring jacket, 1 pair of workshoes, 1 pair of arctic boots, 1 set of rain gear. If the uniform or a part of it is damaged during scheduled working hours, it will be replaced by the Employer, upon recommendation of the immediate supervisor. Effective with this Agreement, the Employer shall provide a distinctive and appropriate uniform for all Park Guards as selected by the Executive Director.

### Section 2.

The Employer and the Union agree to establish a committee to discuss any problems regarding uniforms. This committee shall consist of no more than two (2) representatives of each of the parties, and may make recommendations to the Executive Director regarding uniforms and uniform standards.

### Section 3.

Uniforms required to be worn and provided to employees by the Employer shall be worn at all times.

## ARTICLE 32 - TOOL ALLOWANCE

The Employer at its own expense shall provide its employees with the tools necessary to perform work.

## ARTICLE 33 - USE OF PERSONAL VEHICLE

### Section 1.

If the Executive Director or a designee authorizes employees to use personal motor vehicles for the business of the Employer, such as travel between parks during the regular scheduled hours of work or during overtime work, then such employees shall be reimbursed at the rate of twenty cents (\$.20) per mile traveled.

### Section 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 34 - SAFETY

### Section 1.

The Employer and the Union will cooperate to provide healthy and safe working conditions. The Union will participate with the Employer and the Employer's insurance carrier 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 Executive Director. The decisions of the Executive Director with regard to such recommendations are not arbitrable.

### Section 2.

If the 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:

1) Employees shall communicate with their immediate supervisor and explain the condition and the reason why there is an imminent and serious danger. The supervisor of the employees shall thereupon discuss and attempt to resolve the condition.

2) If discussion fails to resolve the condition or disagreement, then the Executive Director or his 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 employed by the Park Commission shall be called to the scene to inspect the same. The parties shall then take appropriate action based on the opinion of the mechanic. If the mechanic finds it to be unsafe, then it shall not be operated.

### Section 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 Executive Director.

### Section 4.

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

## ARTICLE 35 - UNION SECURITY

### Section 1.

The Employer will notify the Union of the name, job title, hourly rate of pay and the hours of work of each employee hired after the execution of this Agreement. Such notice will be given no later than thirty (30) days after the date of hire.

Section 2.

The Employer will provide the Union with the use of twenty-seven bulletin boards, 30" by 30", for the purpose of facilitating communications concerning Union business between the Union and the employees it represents. Materials which are posted shall not contain any personal comment upon the Employer or representatives of the Employer.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 36 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

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

A grievance relating to the position, wages or working conditions of an employee, including suspension, demotion, fine or discharge and other disciplinary actions shall be handled in the manner set forth below at all stages of the grievance procedure. No employee may be disciplined without just cause.



## ARTICLE 37 - NO STRIKE AND NO LOCKOUT

### Section 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 slowdown on the Employer's operation.

### Section 2.

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

### Section 3.

The Employer will not lock out the employees.

## ARTICLE 38 - CONTRACTING OUT OF WORK

If the Employer in the exercise of its managerial prerogative decides to terminate any work being performed by employees within the bargaining unit and to have such work performed in the future by an outside party, whether by contract, franchise or other agreement, then the Employer will give notification to the Union of the decision at least thirty (30) days prior to the implementation of the decision and will meet with the Union promptly, and discuss but not negotiate the impact of such decision upon the employees.

## ARTICLE 39 - CONTINUATION OF PRIOR TERMS, 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 the process which led to this Agreement, shall be continued.

## ARTICLE 40 - CONTINUATION OF CONTRACT PROVISIONS

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

## ARTICLE 41 - SAVINGS PROVISION

### Section 1.

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

Section 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 judgement of the Court begin to renegotiate such provision.

ARTICLE 42 - 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 except as provided in Article 41.

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

ATTEST:

BERGEN COUNTY PARK COMMISSION

Richard West  
President

Leo [Signature]  
Secretary

LOCAL 29, RWDSU, AFL-CIO

Arno Schmidt

Edmund J. Ringen

Scott Foyhart

Wilhelm [Signature]

James White

William [Signature]

Joseph [Signature]

Carl Calabrese

John Kramer BA  
John Van [Signature]

TITLES WITHIN THE BLUE COLLAR UNIT  
BERGEN COUNTY PARK COMMISSION

Pay Grades

Construction:

Sr. Design Welder Foreman	18
Maintenance Foreman	16
Maintenance Repairer	12
Maintenance Repairer, General Foreman	18
General Maintenance and Construction Trades Foreman	18
Equipment Operator	12
Heavy Equipment Operator	14
Maintenance Repairer (Electrician)	13
Maintenance Repairer (Plumber)	13
Maintenance Repairer (Carpenter)	13
Maintenance Repairer (Mason)	13
Mechanic	12
Mechanic Foreman	18
Senior Mechanic	14
Senior Maintenance Repairer (Electrician)	14
Senior Maintenance Repairer (Carpenter)	14
Senior Maintenance Repairer (Plumber)	14
Senior Maintenance Repairer (Mason)	14
Senior Maintenance Repairer	14
Carpenter	15
Plumber	15
Welder	15
Mason	15
Storekeeper	15
Maintenance Foreman	16
Truck Driver	11
Truck Driver (Heavy)	12
Electrician	15
Oil Burner Repairer	15

Parks:

Park Maintenance Worker	9
Maintenance Repairer	12
Maintenance Repairer, General Foreman	18
Assistant Park Foreman	15
Train Operator	9
Senior Park Guard	11
Park Attendant	10
Park Guard	10
Equipment Operator	12
Senior Cashier	10
Maintenance Repairer (Carpenter)	13
Senior Train Operator	11
Park Foreman	16
Senior Building Maintenance Worker	10
Senior Park Maintenance Worker	11
Truck Driver	11
Stock Clerk	11
Mechanic-Welder	18

APPENDIX - SCHEDULE "A"

TITLES WITHIN THE BLUE COLLAR UNIT

BERGEN COUNTY PARK COMMISSION

	<u>Pay Grades</u>
<b>Golf Courses:</b>	
Senior Cashier	10
Mechanic	12
Senior Mechanic	14
Senior Building Maintenance Worker	10
Greenskeeper	12
Senior Greenskeeper	14
Greenskeeper Foreman	16
Assistant Greenskeeper Foreman	15
Senior Golf Starter	9
Principal Cashier	14
<b>Horticulture Department:</b>	
Gardener	9
Park Arboriculturist	18
Horticulturist	15
Tree Climber	13
Tree Trimmer	11
Tree Foreman	16
Horticulture Foreman	17
<b>Engineering:</b>	
Engineering Aide	8
Rodman	10
Senior Engineering Aide	13
Transitman	14
Assistant Principal Engineering Aide	16
Principal Engineering Aide	18
<b>Wildlife Areas:</b>	
Animal Keeper	15
Assistant Park Naturalist	16
Park Naturalist	17
Office Assistant	11
Riding Instructor	12
Senior Animal Keeper	16
Stablehand	10
Animal Keeper Foreman	17
Zoo Maintenance <del>Man</del> worker	11
<b>Signs:</b>	
Senior Designer, Processor, Letterer Foreman	16
Senior Sign Designer, Processor, Letterer	14

TITLES WITHIN THE BLUE COLLAR UNIT

BERGEN COUNTY PARK COMMISSION

Sanitation:

Sanitation Driver  
Sanitation Foreman

Pay Grades

12  
16

ANNUAL RATES OF PAY FOR THE BLUE COLLAR UNIT

BERGEN COUNTY PARK COMMISSION

<u>PAY GRADE</u>	<u>MINIMUM RATE</u>	<u>MINIMUM HOURLY RATE</u>	<u>*1985 MAXIMUM RATE</u>	<u>*1986 MAXIMUM RATE</u>
Y07	\$ 10,098.	\$ 4,8549		
Y08	10,143.	4.8764		
Y09	10,290.	4.7471	\$ 17,301.	\$ 18,279.
Y10	10,335.	4.9688	21,048.	22,251.
Y11	10,526.	5.0606	19,632.	20,750.
Y12	10,965.	5.2716	19,418.	20,523.
Y13	11,618.	5.5856	19,178.	20,269.
Y14	12,084.	5.8096	24,916.	26,351.
Y15	12,609.	6.0620	26,771.	28,317.
Y16	13,231.	6.3611	26,926.	28,482.
Y17	13,999.	6.7303	22,627.	23,925.
Y18	14,893.	7.1601	30,507.	32,277.
Y19	15,204.	7.3096		
Y20	16,144.	7.7615		
Y21	17,005.	8.1755		

\*Includes maximum longevity of \$1,000.00

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