

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE COUNTY OF BERGEN**

**and**

**THE COMMUNICATIONS WORKERS OF AMERICA, Local 1036**

**concerning**

**THE MIDDLE MANAGEMENT UNIT AT THE DEPARTMENT  
OF PARKS**

**January 1, 2020  
Through  
December 31, 2024**

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**THIS AGREEMENT** made on this 10<sup>th</sup> day of February 202~~2~~<sup>3</sup>, 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 The Communications Workers of America, Local 1036, AFL-CIO, with its Office located at 1 Lower Ferry Road, West Trenton, NJ 08628, 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 all Middle Management employees in the Bargaining Unit at the Bergen County Parks Department; 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 recognized the Union as the exclusive majority representative for collective bargaining on negotiable terms and conditions of employment for all middle management employees in the Bargaining Unit employed by the Employer in its Department of Parks, Division of Parks' and Recreation. Excluded therefrom are all other employees including craft workers, professionals, clerical employees, confidential employees, managerial executives and police, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., as amended, hereinafter referred to as the "Act".

2. Attached hereto, as Schedule "A", is a list of all titles presently within 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 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, 2020 through December 31, 2024.
2. The Agreement shall remain in effect until a successor Agreement is signed.
3. In the event that the County becomes eligible to join the New Jersey Manufacturer's Associations, the County shall do so at the earliest practical time subsequent to eligibility.

**ARTICLE 3**  
**COLLECTIVE BARGAINING PROCEDURE**

1. Collective bargaining for the term beginning January 1, 2025 shall commence on or about September 15, 2024.
2. Bargaining shall be conducted by the duly authorized agents 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 this Public Employer as defined by the "Act" or prevent the Public 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 Public 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 consistent with the terms of this Agreement.
2. The exercise of the Employer's rights is 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**  
**WORKING TEST PERIOD**

1. Employees shall be probationary employees until they have successfully completed ninety (90) days of Regular Employment (not to be extended), hereinafter referred to as the "Working Test Period."
2. Probationary employees shall have such appeal rights as are provided by the New Jersey Civil Service Commission. The applicable rules are incorporated by reference into this Agreement. An appeal subject to the jurisdiction of the Civil Service Commission shall not also be subject to the grievance procedure.

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 Civil Service Commission.

## **ARTICLE 7 EMPLOYEE DEFINITIONS**

1. A "Full Time Employee" is defined as an employee regularly scheduled to work forty (40) hours in a work week on an annual basis except that the bargaining unit member currently working a thirty-five (35) hours work week as of April 1, 2022 shall also continue to be deemed a full time employee. All bargaining unit members shall be regularly scheduled to work forty (40) hours in a work week except for the bargaining unit member currently working a thirty-five (35) hours work week as of April 1, 2022, whose workweek shall continue.

2. A "permanent employee" is defined as an employee who has successfully completed a working test period and has been appointed to a title pursuant to the rules of the New Jersey Civil Service Commission.

3. Employees shall receive benefits as provided for by this Agreement.

## **ARTICLE 8 WORK DESCRIPTIONS**

1. The parties agree to establish a job description advisory committee which will meet for the purpose of recommending job descriptions which accurately identify work performed, which must be approved by the New Jersey Civil Service Commission before application.

2. The Employer and the Union shall designate two (2) persons to serve on such Committee. The Committee shall meet at mutually agreeable dates and times.

## **ARTICLE 9 HOURS OF WORK AND OVERTIME HOURS**

1. The work week shall start 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 start at 12:00 A.M. (midnight) and shall end on the next following day at 12:00 a.m. (midnight).

3. The starting and ending hours of work shall be scheduled by the Employer according to the needs of the facility consistent with the past practice of the Employer.

A. Effective May 29, 2019, the County may put into place a written policy under which all bargaining unit members shall be required to sign in and out (or in accordance with the system established by the department director) to advise management when the bargaining unit employee

has started his/her work day, and when the bargaining unit employee has ended their work day. No such requirement shall be imposed for breaks. Repeated and intentional failure to comply with the aforementioned policy may subject the bargaining unit employee to potential discipline.

- B. All bargaining unit employees have been designated as essential County employees.
- C. Effective May 29, 2019, the County shall provide a cellphone for bargaining unit employees who are required to be on-call. Those employees receiving such County cellphone shall be required to only use the County cellphone to conduct County business. It is the responsibility of the bargaining unit employees who have a County cell phone to answer said cellphone 24/7 and respond to all work calls 24/7, unless they are on an authorized vacation, personal or sick leave at which time they will not be required to answer said cellphone. The County will only replace said cellphone if it is lost and/or damaged beyond repair, so long as either situation is not due to the bargaining unit employee's deliberate action. The County will provide a cellphone that does not geolocate the employee while off-duty. It is understood that employees "on-call" shall be compensated with a stipend of Six Hundred (\$600.00) Dollars in 2020, Seven Hundred (\$700.00) Dollars in calendar year 2021, and 2022, and Eight Hundred (\$800.00) effective 2023 and thereafter, per year payable on or about October 1<sup>st</sup> of the year, in addition, the time spent working on call if it exceeds one (1) hour in total after an employee's shift and before their next shift shall be paid at the employee's hourly rate. Said time shall be documented consistent with County policy.

## **ARTICLE 10 PAYMENT FOR HOURS WORKED**

- 1. Bargaining unit members will be paid overtime at their time-and-one-half (1.50) rate when they work in excess of forty (40) hours in a workweek. Only unpaid leave will be excluded from the overtime calculation.
- 2. No employee shall be eligible for nor be allowed to bank overtime as CTO if the overtime worked during a state of emergency is being Federally-reimbursed

## **ARTICLE 11 ANNUAL RATES OF PAY AND INCREASES THERETO**

- 1. Each title within the bargaining unit is set forth on Schedule "A" attached hereto. If the Employer introduces new titles within the bargaining unit, then the rates of pay for such titles shall be negotiated with the Union.
- 2. Employees shall be paid an annual rate of pay for their titles.
- 3. The term "hourly rate" of pay is defined as the employee's annual rate of pay plus longevity pay, if any, divided by the number of annual hours regularly scheduled to work.
- 4. During calendar years 2020, 2021, 2022 and 2023, employees shall be paid issued one time in

every fourteen (14) day period. Effective January 1, 2024, employees shall be paid on the 15<sup>th</sup> and last working day of the month. The transition to this bi-monthly pay schedule shall not reduce annual pay to employees in 2023 or 2024.

5. Employees hired on or after January 1, 1996 but not employees promoted into the bargaining unit, shall receive their first increase to their annual rate of pay on the first anniversary of their date of hire. Such increase in the rate shall be the same as that received by other bargaining unit employees on the preceding January 1st. Thereafter, such employees shall receive an increase to their annual rate of pay effective on the next following January 1<sup>st</sup>.

6. The term "date of hire" is defined as the first day on which an employee worked for the County of Bergen.

7. Members of the bargaining unit shall receive the following pay rate increases as follows:

- a. 2.00% effective and retroactive to January 1, 2020
- b. 2.00% effective and retroactive to January 1, 2021
- c. 3.00% effective and retroactive to January 1, 2022
- d. 2.75% effective January 1, 2023
- e. 2.75% effective January 1, 2024

In order to be eligible for retroactive increases, eligible bargaining unit members must have been actively employed by the County as of May 1, 2022.

## **ARTICLE 12 COMPENSATORY TIME OFF**

1. Overtime hours worked may be credited to employees' CTO account to the extent permitted by applicable Federal law, "the Fair Labor Standards Act", and State law.

2. Use of CTO hours shall be scheduled at the discretion of the County Administrator or designee. Effective upon execution of the MOA by both parties, compensatory time for employees shall be capped at seventy (70) hours at any one time. It is understood that employees may replenish this compensatory time bank throughout the year.

3. All compensatory time off accrued in any one year must be taken off by December 31 of the next succeeding year or be forfeited.

4. Subject to the discretion of the Department Head as set forth in Paragraph 5, employees required to work on recognized holidays may accrue compensatory time off for such hours worked except employees required to maintain a residence on Bergen County Parks Department property shall not receive compensatory time off.

5. If the Department Head determines that compensatory time off is not in the best interest of the Employer, then employees shall be paid for time worked on holidays.

**ARTICLE 13**  
**PAY FOR TEMPORARY WORK ASSIGNMENTS**

1. Employees, who are expressly assigned in writing by the Department Head for a temporary period to perform the work of a title with a rate of pay higher than the rate of their regular title, shall be paid for performance of such work in the following manner:

Effective on the tenth (10th) day of such performance and then retroactive to the first (1st) day, such employees shall be paid their annual rate of pay prior to such assignment plus five (5%) percent.

2. The Employer shall not interchange the employees temporarily performing the work of a title with a higher pay grade 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. A. If employees, so assigned in writing, do the work of a title with a higher rate of pay for a period in excess of six (6) consecutive months, they shall be forthwith appointed by the Employer to the higher title and shall be paid accordingly on condition that such appointment may be made pursuant to the rules of the New Jersey Civil Service Commission. The provisions of this paragraph shall not be applicable to temporary assignments to replace employees who are on leave of absence and expected to return to work.

B. Employees who are expressly assigned by the County Executive, Department Director, or designee to work during a Snow Emergency event shall receive premium pay of time and one half (1 ½) for said time, rather than straight time plus eligibility for the County's meal voucher program. Employees shall receive this premium rate only for work performed outside the employee's regularly scheduled hours.

**ARTICLE 14**  
**VACANCIES IN JOB TITLES**

1. It is the Employer's intention to give employees notice of vacancies in titles within the bargaining unit and promotional opportunities within the classified service.

2. The Employer shall give written notice of such vacancies and promotional opportunities by posting notice of same for at least ten (10) calendar days and by mailing a copy to the Union. The notice shall include the title, and minimum and maximum annual rates of pay.

3. Vacancies, whether entry level or promotional, shall be filled in accordance with the Rules and the New Jersey Civil Service Commission. The Employer shall determine whether or not to satisfy vacancies.



**ARTICLE 15**  
**RATES OF PAY UPON PROMOTION**

1. Employees who are promoted to titles as those 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 (7%) percent.
2. If the Employer decides to pay a promotional increase greater than the increase provided above, it shall notify the Union prior to the effective date of the increase.
3. Any employee demoted from a promotional opportunity obtained on or after January 1, 2004 shall receive a seven (7%) percent decrease in their base salary.
4. Any employee demoted on or after January 1, 2004 from any promotional position shall receive a reduction in pay based as follows:
  - a. The dollar increase attached to the promotion, increase by the percentage raise per year received between the promotion and the demotion, which shall be the amount of base salary to be reduced, OR
  - b. Seven (7%) percent decrease in base salary, whichever is lesser.

**ARTICLE 16**  
**PAY WHILE DISABLED**

1. The Employer shall provide employees with a disability insurance benefit program during the term of this Agreement. The Employer shall pay the premium for the benefit.
2. The benefit provided shall be that provided by the Employer during the previous Agreement and shall include a benefit of seventy (70%) percent of the individual employee's 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 (52) weeks.
5. Employees eligible for the benefit, who have accrued sick leave, may choose to receive the benefit and to be paid for such sick leave so that the total of the benefit and sick leave pay will equal their regular bi-weekly pay.
6. The Employer reserves the right to self-insure or to substitute another insurance company to provide equal or greater benefits.
7. The Employer will offer employees the right to purchase up to the state minimum through payroll deduction.

**ARTICLE 17  
LONGEVITY PAY**

1. A. Employees who have completed consecutive unbroken years of full-time employment with the Employer, shall receive longevity pay as follows:

6 Years	\$300
9 Years	\$600
14 Years	\$1,100
17 Years	\$1,250
23 Years	\$1,500

Employees hired after January 1, 2012 shall not be entitled to longevity pay.

B. Employees who meet the years of service below who were hired prior to January 1, 2012 shall receive the following longevity amounts prospectively effective commencing on January 1, 2015:

After 26 years:	\$1,850.00
After 30 years:	\$2,200.00

2. Longevity payments shall be made commencing in the first pay period and such-payment shall be included as a part of the annual rate of pay and the hourly rate of pay. Longevity payments shall be issued in 26 equal payments during calendar years 2020, 2021, 2022, and 2023, and in 24 equal payments commencing January 1, 2024 and thereafter.

3. Employment, within the meaning of Paragraph 1 hereinabove, 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 County Health Benefits Plan or any plan substituted therefor.

**ARTICLE 18  
SENIORITY**

1. Seniority is defined as the period of continuous employment as measured from an employee's date of hire with the Employer.

2. The Employer shall recognize seniority as defined in Paragraph 1 as a factor when determining job assignments, transfers and scheduling vacations. Other factors for consideration of job assignments shall be the ability to perform the work, work experience and relevant information in the employee's personnel file.

3. The Employer shall prepare a revised seniority list and deliver it to the Union during the month of January of each year. The list shall set forth the names of all employees in the bargaining unit, their dates of hire and the dates of appointment to their permanent titles and any provisional titles which they may hold.

4. Benefits based upon the number of years of employment shall be measured from the date of permanent hire by the Employer.

5. Seniority, as defined in Paragraph 1 hereinabove, shall have no application to promotions, demotions, layoffs and rehires which shall be made in accordance with the rules of the New Jersey Civil Service Commission.

## **ARTICLE 19 LAYOFFS AND REHIRES**

1. If the Employer decides to layoff or to rehire employees, then the same shall be done in accordance with the rules of the New Jersey Civil Service Commission. The parties acknowledge bumping rights are established by the Commission.

2. A copy of all layoff and rehire notices shall simultaneously be delivered to the Union.

3. In the event of layoffs, the parties agree to meet to discuss the wage rates of impacted employees.

## **ARTICLE 20 HOLIDAYS**

1. The Employer recognizes the following holidays:

New Year's Day	Election Day
Martin Luther King	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee's Birthday
Independence Day	(see Section 7 below)
Labor Day	
Columbus Day	

Starting in 2023, Juneteenth will be the third Friday in June every year.

2. Employees shall be paid for such holidays whether or not they are scheduled to work. The day of the holiday will be the actual holiday, unless the employee works a Monday through Friday schedule. Holidays which occur on a Sunday shall be observed on the next Monday, and holidays which occur on a Saturday shall be observed on the preceding Friday.

3. If holidays occur during vacation leave, then additional vacation days may be scheduled by the Employer.

4. If holidays occur during a period of paid absence (sick leave, terminal leave, jury duty leave, compensatory time off, vacation leave or funeral leave), then employees on such leave shall be credited for such holiday.
5. If holidays occur during a period of unpaid leave of absence, then employees will not be paid for such holidays.
6. The Employer, for good cause, may disallow holiday pay for employees who do not work the date before or the day following a holiday.
7. Effective January 1, 2004, employees will be entitled to take their birthday off, subject to the following conditions:
  - a. The employee shall not be eligible for holiday pay nor paid holiday pay if they work the day.
  - b. If an employee's birthday falls on a Saturday or Sunday and the employee is not scheduled to work that day, the Saturday birthday will be celebrated on Friday and the Sunday birthday will be celebrated on Monday.
  - c. If a holiday falls on the employee's day off, he/she shall receive the day before off. Employees whose birthday falls during their vacation shall receive the day off following the vacation period.
  - d. Otherwise, the employee's birthday will be celebrated on the actual day in question, unless more than five (5%) percent of the employee's division have the same birthday, then the employee (s) will take the birthday during the week the birthday occurs.
  - e. Birthday celebrations for Monday and Friday birthdays must be taken on that Monday or Friday unless either: (1) the employee is not scheduled to be working on that day; or, (2) the provisions of §8(d) apply, then the very next work day shall be the day celebrated.

## **ARTICLE 21 VACATION LEAVE**

1. Full-time employees shall be entitled to the following vacation leave:

For *all* employees hired on or after January 1, 2012, one and one fourth (1 1/4) days per month for a total of fifteen (15) days per year. Such new employees shall be entitled to earn a total of twenty (20) days per year after ten (10) years of employment with the County.

Employees hired prior to January 1, 2012 shall be entitled to the following:

- a. During the first year of continuous unbroken employment, one (1) day per month for the first eleven (11) months and four (4) days in the twelfth month for a total of fifteen (15) days per year.

- b. During the second year of continuous unbroken employment to and including the completion of the fifth year, one and one-fourth (1 1/4) day per month for a total of fifteen (15) days per year.
  - c. During 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 will be earned.
- 2. No employee may borrow against any unearned vacation leave, however, after employees have completed the first six (6) months of any year they may ask to take the balance of their vacation leave for the year ending December 31<sup>st</sup>.
  - a. Employees will be entitled to carry over seven (7) vacation days into the following calendar year which must be used by December 31<sup>st</sup>. The requests for such carryover vacation usage shall be made in accordance with the notification times set forth in § 10 below.
  - b. All other vacation leave earned during one (1) calendar year may be carried over and used during the following calendar year only with written County approval and for business necessity only.
- 3. If an employee resigns with the proper notice, defined as no less than fourteen (14) calendar days prior written notice, or retire, the employee shall be paid for earned and unused vacation leave accrued to the effective date of termination. However, employees shall not be paid for more than two (2) years of unused vacation leave at the rate the employee was earning at the time the vacation leave was initially earned.
- 4. If employees die while employed, then a sum of money equal to the value of the earned and unused vacation leave shall be paid to their estates.
- 5. Employees on vacation leave shall be paid at the same rate they would have earned while working their regularly scheduled hours.
- 6. 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.
- 7. Employees on vacation leave or sick leave shall continue to accrue vacation leave.
- 8. If recognized holidays occur during vacation leave, then the holidays shall not be charged against vacation leave and additional vacation days may be scheduled by the Department Head or a designee.
- 9. Vacations shall be scheduled by the Department Head or a designee. Preference for vacation leave shall be given to the employee with the greater seniority. All requests for vacation leave must be approved in advance by the Department Head or a designee.
- 10. All requests for vacation leave of one (1) to three (3) days must be made in writing with no less than three (3) working days prior notice to the Department Head or a designee, all requests

for vacation leave of four (4) or five (5) days must be made in writing with no less than five (5) working days prior notice to the Department Head or a designee, and all requests for vacation leave of six (6) or more days must be made, in writing, with no less than ten (10) working days prior notice to the Department Head or a designee. The Department Head or designee shall respond in writing to such requests as soon as possible.

11. Upon request, employees shall receive their pay for the period of vacation leave prior to their commencing vacation, provided that they have earned and accrued such vacation leave, and provided that at least a five (5) day vacation is to be taken and the employee has notified the Department Head or a designee at least thirty (30) days prior to the commencement of the vacation.

## **ARTICLE 22 SICK LEAVE**

1.
  - a. Sick leave is defined as paid leave, subject to the limitation of Paragraph 8, for employees due to their personal illness or an accident which is not job related, or a disability which prevents them from performing their usual work.
  - b. Sick leave may be granted for the serious illness of a member of an employee's immediate family or household (as defined in Article 26) who require the employee's attention and care. The circumstances of the illness must be of an emergent nature and require the employee to be in direct attendance upon such family member. The period of such leave shall not exceed three (3) working days.
2. Employees who are unable to work due to illness (or any other reason) shall give notice to the Department Head or a designee. The Employer will provide a telephone number for the employees to call and give such notice. Notice is defined to mean a telephone call to the Department Head or a designee at least one hour before 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. Upon receipt of such notice and the cause of absence, the Department Head or designee shall inform the employee whether the Employee shall continue to notify on a daily basis or whether a less frequent notice is acceptable to the Employer.
4. When the period of absence for sick leave is five (5) consecutive working days or more, then a doctor's certificate shall be submitted if the same is requested by the Department Head or a designee. Such request shall be made at a time reasonably proximate to the period of absence.
5. When the period of absence for sick leave is for less than five (5) consecutive working 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 at a time reasonably proximate to the period of absence.
6. Sick leave shall not accrue during a leave of absence without pay or a period of suspension or after an employee has resigned or retired and the retention of the employee's name on the payroll until exhaustion or other compensatory leave, shall not entitle the employee to accrue additional

sick leave.

7. Earned, but unused, sick leave shall accrue from year to year without limitation.
8. 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 ¼ days per month) shall be accrued;
  - c. Employees who start work after the eighth (8th) day of the initial month of hire shall not earn sick leave for that month.
9. Employees who have exhausted their sick leave may use accrued Compensatory Time Off or Vacation Leave to extend their authorized absence from work due to personal illness or an accident which is not job related, with the approval of the Department Head.
10. Accrued sick leave shall be forfeited upon separation from employment except as provided by Article 29, "Terminal Leave Benefit."
11. Sick leave buyback program for employees hired on or before December 31, 2011 only:
  - a. To be eligible employees must have at least thirty (30) sick leave days on the books as of October 31 of each year.
  - b. The employee may sell back up to five (5) days per year.
  - c. The employee must notify the County of their intent to sell back days and the amount of sell back as of November 15 of each year.
  - d. The rate at which the days will be paid is the rate in the year that the notification occurs.
  - e. The County will pay the sick leave buy back amount by the first pay period in February of the next year.

### **ARTICLE 23 INJURY LEAVE**

1. Injury leave, as distinguished from sick leave, is defined as paid leave approved by the Employer for absence from work caused by an accident, illness or injury, which occurred while working and which is compensable under the statutes of the State of New Jersey which govern Workers Compensation or any policy of Workers Compensation Insurance maintained by the

Employer and applicable to the said employees. The applicable provisions of the New Jersey Workers Compensation Act are incorporated by reference.

2. Injury leave benefits are subject to the same rules and regulations as workers compensation claims, and payment shall not be made if the accident is proved to have been due to intoxication or willful conduct by employees.
3. Employees absent from work due to an accident, illness or injury covered by Workers Compensation, who 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 an accident, illness or injury compensable under the applicable provisions of the New Jersey Workers Compensation Act 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 rate of pay plus longevity pay, if any, for a period not in excess of thirty (30) working days for each new and separate injury. Effective in 2024, such payments shall be issued semi-monthly, not bi-weekly.
5. 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 thirty (30) day period shall then endorse such checks over to the Employer. Subject to compliance with applicable Federal and State law or regulation, the Employer shall record the portion of the pay equal to the amount of the compensation checks for partial disability as not being income to the employee 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
6. Checks shall be issued by the Employer in amounts equal to the difference between pay for regularly scheduled hours and the amount of Workers Compensation payments received by the employees during the aforesaid thirty (30) day period.
7. If eligibility for such payments is contested by the Employer, then entitlement to payment shall be decided by the determination of the New Jersey Division of Workers Compensation pursuant to the terms of the "Act."
8. If the Employer is contesting a claim for an injury leave benefit, an absence from work may be changed to accrued sick leave, if any.
9. If the Division of Workers Compensation determines an employee is entitled to benefits, then sick leave so charged shall be re-credited to the employee.
10. If entitlement to benefits is denied by the Division of Workers Compensation, then the employee's absence from work may be charged to sick leave and vacation leave, if any, retroactive to the date of injury.
11. The Employer, at its expense, may require employees to furnish medical proof or submit to a medical examination by a physician chosen by the Employer 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.



12. Employees who suffer an injury while working, as defined in Paragraph 1 hereinabove, 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 diagnosis and 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, stating the employee's medical condition and the date of the employee's anticipated return to work. In the absence of such certification, the employee shall be removed from injury leave.

13. 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. After all injury leave is used, employees may elect to use any sick leave, vacation leave or compensatory time accrued at the time of the injury.

## **ARTICLE 24 PERSONAL DAYS**

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

2. A. Employees hired on or before January 1, 2012 are entitled to three (3) personal days during each year.

B. Employees hired after January 1, 2012 shall be entitled to personal days on an annual basis as follows:

- (1) One (1) personal day for the first calendar year of employment after the employee completes six (6) months of service with the County.
- (2) Two (2) personal days from the second (2<sup>nd</sup>) through the fifth (5<sup>th</sup>) year of employment with the County.
- (3) Three (3) personal days after the fifth (5<sup>th</sup>) year of employment with the County.
- (4) If the employee is hired before July 1<sup>st</sup> of any year, he/she shall be entitled to the two (2) personal days effective the January 1<sup>st</sup> following his/her initial employment.
- (5) For part-time employees, a personal leave day is calculated on the basis of 1/10<sup>th</sup> of his/her bi-weekly hours.

3. Personal days shall not be accrued from year to year.

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

5. Effective January 1, 2004, an employee subsequently employed by the County must work at

least six (6) months before being allowed to use personal days.

**ARTICLE 25  
FUNERAL LEAVE**

1. If an immediate family member, as defined below dies, then the employee shall be entitled up to four (4) working days bereavement leave with pay. Such days must be taken within thirty (30) days of the death or as may be extended with advance permission of the Personnel Director. Bereavement leave for aunts and uncles shall consist of the day of funeral only. 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 on the date of demise. This shall also include civil union partner, as defined by law.
2. Proof of death of the family member shall be provided to the Employer upon request by the Department Head or a designee and within thirty (30) days of the period of such leave.

**ARTICLE 26  
LEAVE 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 during the leave of absence, for a period of up to six (6) months., which will run concurrently with any available leave pursuant to the Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA")
  - a. A personal leave of absence shall not be granted for the purpose of employees seeking or accepting employment with any other employer.
  - b. A personal leave of absence, if granted, shall be on condition that the employee intends to return to work. If the employee fails to return within five (5) working days after the expiration of the leave of absence, then the Employer, in accordance with applicable rules of the New Jersey Civil Service Commission, may deem such employee to have resigned not in good standing.
  - 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".
  - b. If the Employer adopts policies to and consistent with the Act, then the Union shall be notified of the same within ten (10) days and the same shall be incorporated herein.

3. Military Leave in Time of War or Emergency or Training pursuant to the Selective Service System:

a. Upon application, employees in the career or unclassified service who enter the military service in time of war or emergency or for any period of training or pursuant to any selective service system shall be granted a leave of absence without pay for the period of such service and three (3) months after their discharge. However, if incapacitated by wound or illness at the time of discharge, such leave shall be extended until three (3) months from recovery, but in no event more than two (2) years from the date of discharge.

b. During such leave employees shall continue to accrue seniority and salary increments, if applicable, in their titles. Permanent employees shall be granted a leave of absence with pay at their hourly rate plus longevity, if applicable, for the first two (2) weeks of the military leave described in Paragraph 3.

c. No entitlements under Paragraph 3 shall be granted if the separation from military service is by a dishonorable discharge.

d. Re-employment rights pursuant to Federal Law, 43 U.S.C., Section 20 21, et seq. are incorporated herein by reference.

4. Military Leave for Training in the National Guard or other component of the organized militia of New Jersey:

a. Upon application, employees in the career, senior executive or unclassified service, who are members of the national guard or other component of the organized militia of the State of New Jersey, shall be granted a leave of absence with pay at their hourly rate of pay plus longevity, if applicable, not to exceed ninety (90) days in the aggregate in any one (1) year when required to engage in active duty or active duty for training, as defined in N.J.A.C. 5A: 2-2.3 2(b)

b. The leave described in Paragraph 4(a) is in addition to vacation leave or compensatory time off to which employees may be entitled.

c. Military Pay received by employees while on a leave described in Paragraph 4 (a) shall be retained by them. Any pay received by employees from the training authority shall be retained by them.

5. Military Leave for Training in the organized reserves of the Army, Navy, Air Force or Marine Corps. of the United States of America:

a. Upon application, permanent employees who are members of the organized reserves of the Army, Navy, Air Force or Marine Corps. of the United States of America or other affiliated organizations shall be granted a leave of absence with pay on days they are required to engage in field training, but only that training which consists of unit training field operations.

b. Non-permanent employees working for one (1) year or longer shall be entitled to a leave of absence without pay, not to exceed thirty (30) days, in the aggregate in any one (1) year while engaged in field training.

c. Non-permanent employees working for less than one (1) year shall be entitled to a leave of absence without pay while engaged in field training.

d. Non-permanent employees, at their discretion, may use accrued vacation leave or accrued compensatory time off for the period of such absence.

e. Such leave shall be in addition to vacation leave or compensatory time off to which such non-permanent employees may be entitled.

f. Military pay received by employees while on a leave described in Paragraph 5(a) and 5(b) shall be retained by them.

g. The Employer may reschedule the work schedule of employees to avoid conflict with the duty described in Paragraph 3 (a), 4 (a), 5 (a), 5 (b) and 5 (c).

6. Approval of the leave described in Paragraph 3 to 5 above, is contingent upon receipt by the Employer of a true copy of the military orders requiring the employees to enter military service, engage in active duty, active duty training, duty ordered by the Governor or field training prior to the commencement of the period of the aforesaid duty or training.

7. Jury Duty Leave:

a. Upon application, a leave of absence with pay shall be granted to employees called for jury duty.

b. Such leave shall not be charged to vacation or sick leave.

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

8. Pay, as used in this Article, is defined to mean the hourly rate of pay plus longevity pay, if any, to which the employee is entitled.

9. If employees are on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year (January through December), 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.

**ARTICLE 27  
HEALTH BENEFITS**

1. Medical Benefits:

- a. Employees shall receive health insurance, which is equal to or better than the New Jersey State Health Benefit Plan for themselves and their eligible dependents. All employees shall be required to contribute a portion of their salary toward the cost of their health care benefits premium accordance with Ch. 78 (P.L. 2011)

The Employer reserves the right to substitute another insurance carrier in place of the County Plans (as set forth above) and to provide benefits which are equivalent to the benefits provided by the County Plans (as set forth above).

If a spouse or a dependent of an employee is covered by a different health benefits plan or policy of insurance, then the coverage provided therein to such spouse or dependent of an employee shall be primary and the coverage herein shall be secondary.

2. Dental Benefits: Upon application, employees shall be enrolled in the Dental Benefits Insurance Program sponsored by the New Jersey Dental Service Plan, Inc. ("Delta Plan").

- a. The Employer shall pay the entire premium for such Plan.
- b. The benefits provided by the "Delta Plan" and the rate scheduled are incorporated herein by reference. The Plan shall provide maximum annual benefits of \$1,000.00 for dental services.
- 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". The annual maximum shall be \$1,600.00 effective for the duration of this Agreement.

3. Prescription Drugs: Upon application, employees shall be enrolled in the prescription drug plan sponsored by the Paid Prescription Plan.

A. All current and future employees shall pay the following co-pays:

- \$7.50 (generic) (30 day supply)
- \$35.00 (preferred brand name) (30 day supply)
- \$70.00 (non-preferred brand name) (30 day supply)

MAIL ORDER

- \$7.50 (generic) (90 day supply)
- \$35.00 (preferred brand name) (90 day supply)
- \$70.00 (non-preferred brand name) (90 day supply)

B. Effective as soon after April 29, 2019 as practicable, all maintenance drugs must only be

acquired by mail in a ninety (90) day supply or they will be denied.

C. The Employer shall pay the full premium for the Plan. No employee is obligated to enroll.

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

4. Eye Care: Upon application, the Employer shall reimburse employees and their spouses and dependents 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 shall be submitted to the Employer; and

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

d. There shall be a Two Hundred Fifty (\$250.00) Dollar benefit per year for the employee (as defined above), but Five Hundred (\$500.00) Dollars may be used collectively in years 2016 and 2017 and/or years 2018 and 2019.

e. Dependent will be defined pursuant to the County's medical insurance plan.

5. Retiree Benefits

A. Members of the bargaining unit who have twenty-five (25) years of service in the New Jersey Public Employee Retirement System will be eligible for the same health benefits as set forth in Section 1 above when they retire from the County, at County expense (subject to provisions herein), for the retired employee and his/her spouse/civil union partner at time of retirement. The health benefits in Section 1 above will cease upon the death of the employee. Federal law and County policy will apply once the retired employee reaches age sixty-five (65). Said benefits are also subject to any contributions required by law or as set forth in Section 1 above.

B. For all bargaining unit employees hired on or after January 1, 2014, and who subsequently retire from the County's employ, in order to be eligible after retirement for the benefits in Section 1 above, the employee must have worked for the County of Bergen for twenty-five (25) years and have twenty-five (25) years of service credit in the appropriate State Pension system and retire from the County of Bergen to qualify for the retiree medical coverage per Section 1 above, subject to any contributions required by law or as set forth in Section 1 above.

**ARTICLE 28**  
**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. Fifty (50%) percent of the earned accrued sick leave hours multiplied by the average hourly rate of pay including longevity pay, if any, received during the twelve month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed twenty thousand (\$20,000.00) dollars, or an amount established by New Jersey Law, whichever amount is less.

B. Employees hired on or after January 1, 2009 shall have their terminal leave eligibility capped at fifty (50%) percent of sick leave accumulated to a maximum of fifteen thousand (\$15,000.00) dollars.

C. "Actually retire" shall be defined as receiving approval from PERS/PFRS to retire, the receipt and deposit of the first retirement check and providing such proof to the County's Personnel Director prior to payment for terminal leave.

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.

**ARTICLE 29**  
**PENSION BENEFIT**

Pensions and pension eligibility and life insurance and life insurance eligibility are covered by State law. The parties acknowledge that State laws prohibit negotiations as to such.

**ARTICLE 30**  
**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 written notification to the Personnel Department.

**ARTICLE 31  
UNIFORM ALLOWANCE**

1. Employees hired before January 1, 1988 shall receive a uniform allowance as heretofore provided. Employees hired on or after January 1, 1988 shall not receive a uniform allowance.
2. The Employer shall provide uniforms to those employees whose jobs require uniforms as determined by the Department Head.
3. Effective January 1, 1998, all employees covered by this Agreement other than as specified in Paragraph 1 herein shall receive their clothing allowance in full in the first month of each year.
4. A boot allowance, with all appropriate receipts, will be provided to bargaining unit members whose job require wearing boots in the amount of One Hundred Fifty (\$150.00) Dollars in 2020 and 2021, and Two Hundred Fifty (\$250.00) Dollars annually, effective January 1, 2022. The absence of receipts will cause a denial of allowance payment.

**ARTICLE 32  
REIMBURSEMENT FOR LICENSURE FEES**

1. If employees are required to have a non-professional license as a condition of their performing work, then the Employer shall reimburse such employees for the fees paid by them to obtain such licenses.
2. Examples of license fees which are to be reimbursed are: articulated motor vehicle driver's license, on condition that the employees are assigned work requiring such a license, certified pesticide applicator and all other license fees required by the Employer.
3. No reimbursement shall be made for the fee paid for an ordinary motor vehicle driver's license.

**ARTICLE 33  
PHYSICAL EXAMINATION**

1. Upon application, employees shall be entitled to receive a physical examination at the Occupational Medical Center in Hackensack, N.J. In addition, female employees may have a breast examination and a PAP smear test and qualified male employees may have a P.S.A. test. All or any portion of the testing shall be voluntary on the part of the employee, and with no expense to the employees.
2. Employees desiring a physical examination shall notify the Department Head or designee, in writing.
3. Employees working in the Golf Course and Horticultural Division shall be tested for the presence in the blood of all chemicals used by the employees as part of their work. Employees



who handle animals as part of their work shall have such additional blood tests as are reasonable and necessary as determined by the examining physician.

4. Employees shall cooperate with the Employer concerning possible reimbursement to the Employer from any health insurance company affording coverage to the employee, provided the premiums for such insurance coverage are paid for by the Employer.
5. Examination shall be scheduled at the reasonable, mutual convenience of the affected parties.
6. If the examination is scheduled outside of the employee's regularly scheduled hours of work, then the employee shall be paid for such time they are being examined.

#### **ARTICLE 34 USE OF PERSONAL AND COUNTY VEHICLES**

1. All employees must comply with the County's Vehicle Use policy.
2. 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 prevailing IRS rate, effective January 1, 2005.
3. The Employer reserves the right to transport employees for the purposes set forth in Paragraph 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 no less than forty-five (45) calendar days prior to the implementation of the determination. The Employer will promptly meet with the Union 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 of all employees hired after the signing of this Agreement no later than thirty (30) calendar days after such hiring. The Employer will notify the Union of changes to titles or pay grades of those employees within the bargaining unit no later than 14 days of the effective date of such changes.

2. The Employer will provide the Union with the use of one (1) bulletin board, 30" by 30", for the purpose of facilitating communication between the Union and the employees in the bargaining unit concerning Union business. 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. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the employer. The Employer will immediately supply the Local Union President a copy of any request to halt dues. Dues shall be halted beginning with ninety (90) calendar days immediately following the request to halt dues.
4. The Union will indemnify, defend and save the Employer harmless from any and all claims, demands, legal action or other forms of liability which may arise out of or by reason of the action taken by the Employer in reliance upon the written authorization for deduction of membership dues or deductions made in lieu of membership dues.
5. 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.
6. The Employer shall recognize up to two (2) stewards as designated by the Union. When authorized by the Department Head, stewards 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.

### **ARTICLE 37 GRIEVANCE AND ARBITRATION PROCEDURE**

1. A "grievance" is hereby defined as any dispute (except matters excluded by Paragraph 2) 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 by the Employer 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.
  - c. 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 herein below.

- d. No grievance may be filed by an employee or the Union on his/her behalf who has previously resigned or retired from the employ of the County, unless said grievance is in response to an action taken by the County subsequent to the employees resignation or retirement.
2. 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 all other matter which are within the exclusive jurisdiction of the State of New Jersey Civil Service Commission are excluded from the definition of grievance and such disputes shall be processed in accordance with the rules of the New Jersey Civil Service Commission.
3. a. Grievances, when initiated, must be filed with the employee's Department Head with a copy to the Office of the County Personnel Director within fifteen (15) calendar days of the occurrence. Grievances affecting specifically payroll discrepancies must be filed within twenty (20) calendar days of the occurrence. There is no such thing as a continuing grievance. Failure to file within the time(s) set forth above shall be deemed abandonment of the grievance.
- b. Employees shall discuss the grievance with their immediate supervisor who shall make a verbal response within ten (10) calendar 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) calendar days of the response of the supervisor.
- c. The Department Head or a designee shall, within ten (10) calendar days of the receipt of the grievance, make a written decision and give 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 Director of Personnel within then (10) calendar days of the response of the Department Head.
- d. The Director of Personnel grievance hearing will be scheduled within ten (10) calendar days of receipt of the grievance he/she and shall advise the employees and the Union of the decision, in writing, within ten (10) working days of the close of the hearing.
4. a. If the decision of the Director of Personnel 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 its rules. The submission shall be made within twenty (20) calendar days of the receipt of the decision will be issued of the Director of Personnel by the employee and the Union. A copy of the submission shall be served on the Director of Personnel. If a submission is not made within twenty (20) calendar 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) calendar 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 this Agreement, and the above referenced rules, regulations or policies.

d. The arbitrator's decision shall be binding on both parties.

e. Based on cost effectiveness and to preclude unnecessary procedural and legal expenses, the parties have agreed that arbitration expenses shall be borne by the party unsuccessful with the arbitration and appeal procedure referring to any employment matter.

5. Employees may only be disciplined for good cause.

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 Civil Service Commission.

7. The failure by the County or its designee to answer any grievance(s) under the time frame established in §3 above shall be deemed denials.

### **ARTICLE 38 NO STRIKE AND NO LOCK OUT**

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. If 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.

2. The Employer shall not lock out the employees.

### **ARTICLE 39 SAFETY**

1. The parties shall cooperate to continue to provide healthy and safe working conditions. The Employer, the Employer's insurance carrier and the Union shall participate in a Safety Committee. The purpose of the Committee is to review causes of injuries and develop procedures designed to prevent or elimination of unsafe conditions. The Committee shall make recommendations to the Department Head. The decision of the Department Head with regard to such recommendation 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 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 at issue, then a mechanic employed 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 Director of Personnel or a designee.

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

#### **ARTICLE 40 CONTINUATION OF AGREEMENT**

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

#### **ARTICLE 41 SAVINGS PROVISION**

1. If any term or condition of this Agreement is adjudicated void, illegal or unenforceable by a court of competent jurisdiction, then all other terms and conditions of this Agreement not so affected, shall not be void, illegal or unenforceable, but shall continue in full force and effect. If any term or condition 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 re-negotiate such term or condition.

#### **ARTICLE 42 ENTIRE AGREEMENT**


The parties acknowledge that they have 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.

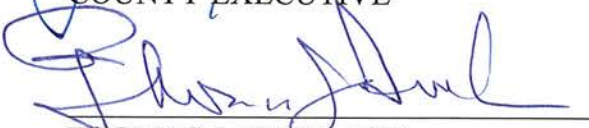
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by its proper officer and witnessed on the day and year shown on Page One.

WITNESS:

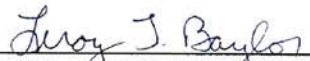
FOR COUNTY OF BERGEN

FOR CWA LOCAL 1036

  
\_\_\_\_\_  
JAMES TEDESCO, III.  
COUNTY EXECUTIVE

  
\_\_\_\_\_  
THOMAS J. DUCH, ESQ.  
COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
ADAM LIEBTAG,  
PRESIDENT

  
\_\_\_\_\_  
CWA NJ REPRESENTATIVE

  
\_\_\_\_\_  
ELLEN BUSTEED  
PERSONNEL DIRECTOR

  
\_\_\_\_\_  
DELLA JOYCE CARROLL  
STEWARD

## SCHEDULE "A"

### TITLE

Assistant County Parks Superintendent  
Assistant Golf Superintendent  
County Park Superintendent  
Environmental Center Manager  
Golf Superintendent  
Greens Superintendent  
Landscape Architect  
Management Specialist  
Manager Parks and Grounds  
Museum Curator  
Principal Park Naturalist  
Project Coordinator Construction  
Sr. Drafting Technician  
Sr. Landscape Architect  
Zoo Curator  
Zoo Director