

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE COUNTY OF BERGEN
AND
UNITED SERVICE WORKERS UNION (USWU), LOCAL 655
covering "blue-collar" employees

JANUARY 1, 2020 through DECEMBER 31, 2021

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INDEX

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
<u>PREAMBLE</u>	
1. RECOGNITION AND DEFINITION	1
2. TERM OF AGREEMENT	1
3. COLLECTIVE NEGOTIATING PROCEDURE	2
4. MANAGEMENT RIGHTS	2
5. DISCRIMINATION AND COERCION	3
6. SALARIES AND WAGES	3
7. SHIFT DIFFERENTIAL	6
8. PAYMENT ON PROMOTIONS	7
9. LONGEVITY	8
10. HEALTH BENEFITS	9
(A) Basic Medical/Hospital	
(B) Dental	
(C) Disability	
(D) Prescription	
(E) Eye Care	
(F) Contributions to Health Coverage	
(G) Save on Sp. Plan	
(H) Advanced Utilization Management Plan	
11. PERSONAL LEAVE DAYS	14
12. WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF	15
(A) Standard Work Schedule	
(B) Overtime	
(C) Compensatory Time	

13. PAY DURING ABSENCE.....	20
(A) Unscheduled Absences	
(B) Scheduled Absences	
(C) Jury Duty	
(D) Sick Leave	
(E) Injury Leave	
(F) Bereavement Leave	
(G) Terminal Leave	
(H) Leave of Absence (Without pay, Family, Military, Military Training)	
14. VACATION.....	29
15. HOLIDAYS	31
16. PENSION.....	34
17. DISCIPLINARY/GRIEVANCE PROCEDURES	35
(A) Grievance and Minor Suspensions	
(B) Major Suspensions	
18. RELEASE TIME.....	37
19. SENIORITY RIGHTS	38
20. SHIFT CHANGES	38
21. UNION DUES	39
22. OUT OF TITLE WORK.....	39
23. PERSONNEL FILE.....	40
24. LAYOFFS	40
25. USE OF PERSONAL VEHICLE.....	41
26. TUITION REIMBURSEMENT	41
27. LICENSE COST REIMBURSEMENT	42
28. PHYSICAL EXAMINATIONS	44
29. NOTIFICATION TO UNION OF CERTAIN HIREES.....	45

30. PER DIEM EMPLOYEES	45
31. HEALTH/SAFETY/FAMILY CAREGIVER/WORKPLACE COMMITTEE.....	45
32. UNIFORMS	46
33. EMPLOYMENT OPPORTUNITIES	48
34. SEVERABILITY	49
35. UNION RIGHTS	49
36. FIRST AID EQUIPMENT	49
37. TOOL ALLOWANCE.....	49
38. MISCELLANEOUS	50
39. CONTINUATION OF CONTRACT PROVISIONS	51
40. FUNDING REIMBURSEMENT REOPENER AGREEMENT.....	51
EXHIBIT A	53
EXHIBIT B	54

PREAMBLE

THIS AGREEMENT is made this ____ day of _____, 2020 between the COUNTY OF BERGEN, hereinafter referred to as the "Employer or the "County", and the UNITED SERVICE WORKERS UNION, LOCAL 655, hereinafter referred to as the "Union".

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for blue-collar employees.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION AND DEFINITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of the employees in the negotiating unit of all "blue-collar" employees employed by the County of Bergen, including foremen and employees in the following Departments: General Services, Sheriff's Office, County Police Department, Department of Public Works, Mosquito Commission, Public Safety Education, County Jail, Human Services, Health Department and Animal Shelter Department, including regularly employed part-time employees, excluding all "white collar" employees, all managerial, confidential, police and supervisory employees, within the meaning of the Act, as well as all seasonal, temporary and per diem employees, and all employees in Sanitary Landfill Department and all employees of Bergen County Prosecutor, Bergen County Superintendent of Elections, and specifically employees in the following titles: youth group worker, senior youth group worker, recovery assistant (detox), senior recovery assistant (detox), supervising recovery assistant, senior construction inspector, senior stock clerk, photographer, communications officer, alcoholism counselor, graduate nurse, graduate nurse narcotics, graduate nurse penal institution, supervisor of nurses, teacher, teacher juvenile facilities, recreation program administrator; and, all other County employees.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 2020 through December 31, 2021 as amended.

ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties. Not more than five (5) representatives of each party plus counsel shall participate in collective negotiation meetings, except by consent of both parties.

B. Collective negotiations for the contract period beginning January 1, 2020 shall commence in accordance with the Rules and Regulations promulgated by the Public Employment Relations Commission.

C. Negotiation sessions shall begin at times which are mutually convenient to the parties and will conclude when either party so desires. The Union representatives (not exceeding the number set forth in Section A above) on duty during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Union representatives for the negotiating sessions.

ARTICLE 4 - MANAGEMENT RIGHTS

Nothing in this Agreement shall abrogate the management rights of the elected or appointed officials in charge of the various departments of County government. Except as otherwise provided herein, the Employer retains the exclusive right to hire, direct and schedule the work force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the work force observing demotional rights established by the New Jersey Civil Service Commission; to hire and lay-off employees in accordance with New Jersey Civil Service Commission procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the work force; and, in all respects, to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely at the discretion of the County of Bergen by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE 5 - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6 - SALARIES AND WAGES

A. Retroactive to January 1, 2020, except as noted below, all bargaining unit members shall receive an increase in their base salary only of one (1.00%) percent across the board or Five Hundred (\$500.00) Dollars, whichever is greater.

B. There shall be a one (1.00%) percent across-the-board salary increase or Five Hundred (\$500.00) Dollars, whichever is greater, applied to all active employees' base wages as of January 1, 2021.

C. Employees shall not be eligible for any of the increases above until his/her one (1) year anniversary with the County in this bargaining unit.

D. Promotional appointments and salary adjustments shall be effective on the date of promotion.

E. The minimum salaries shall be as follows:

\$27,341 (for non 40 hour employees)

\$27,341 (for 40 hour employees)

\$31,200 (for 40 hour employees only as of 9/1/17)

F. The salary guide for Public Safety Telecommunicators is attached hereto as Exhibit A.

G. (1) Retroactive to January 1, 2020, all Community Transportation employees/Bus Drivers shall make a starting base salary of Thirty-Five Thousand (\$35,000.00) Dollars, less all applicable deductions. Any forty (40) hour employees making less than Thirty-Five Thousand (\$35,000.00) Dollars base salary on December 31, 2019 shall have their paycheck changed to reflect a Thirty-Five Thousand (\$35,000.00) Dollars base salary, less all applicable deductions, for the full payroll periods going forward retroactive to January 1, 2020.

(2) All Community Transportation employees/Bus Drivers will be eligible, on an annual basis, commencing January 1, 2020, for an annual bonus with payment to be made within ninety (90) calendar days of the following year if they receive same. The bonus shall be One Thousand (\$1,000.00) Dollars less all applicable deductions and shall be based on both of the following criteria: no less than a ninety-five (95%) percent attendance record, excluding approved vacation leave. The bonus is to be awarded annually; the receipt of a bonus in one (1) year is not a guarantee as to the receipt of future bonuses. The bonus shall not be added to an employee's base salary and shall not be considered income for pension purposes. Any contractual pay increases shall not be added to the bonus amount above.

H. Creation of a Base Salary guide for Animal Control Officers (ACOs), effective January 1, 2021, as follows:

	<u>2021</u>
Starting Salary	\$34,000.00
Step 1	\$35,250.00
Step 2	\$36,500.00
Step 3	\$37,750.00
Step 4	\$38,950.00

Once an employee reaches Step 4 and holds that salary for twelve (12) consecutive months, the employee will receive an off the guide salary increase for the year in question which is the same received for other bargaining unit employees in the year in question.

All current applicable employees will be placed on the guide at the next highest

base salary above what the employees are making, in base salary, as of December 31, 2020. All movement from one (1) salary step to another going forward will be based on a satisfactory annual performance evaluation of the employee(s) by their supervisors and the County Administrator or designee. If the employee receives a satisfactory annual review, he/she will be moved from one (1) step to the next on his/her anniversary date with the County. In no circumstance shall the increase be less than the general increase set forth in the wage proposal in §A and §B above.

- I. 1. Effective November 1, 2019, all Juvenile Detention Officers (“JDOs”), Senior Juvenile Detention Officers (“Senior JDOs”), Supervisory Juvenile Detention Offices (“Supervisory JDOs”) and the Chief Juvenile Detention Officer (“Chief JDO”) shall be placed on the modified salary schedule as set out below:

	JDOs	Senior JDOs	Supervisory JDOs	Chief JDO
Starting Salary	\$37,000.00	\$47,750.00	\$57,750.00	NO LESS THAN \$7,000.00 ABOVE SUPERVISORY JDOs
Step 1	\$38,645.00	\$49,890.00	\$60,320.00	
Step 2	\$40,290.00	\$52,030.00	\$62,890.00	
Step 3	\$41,935.00	\$54,170.00	\$65,460.00	
Step 4	\$43,580.00	\$56,310.00	\$68,030.00	
Step 5	\$45,225.00	\$58,450.00	\$70,600.00	
Step 6	\$47,870.00	\$60,590.00	\$73,170.00	
Step 7	\$50,200.00	\$62,750.00	\$75,750.00	

2. All JDOs, Senior JDOs, Supervisory JDOs and the Chief JDO who are on the County’s active payroll as of October 31, 2019 shall be placed on the guide above at the next highest base salary above what the employee is making on October 31, 2019, provided that the salary placement provides a minimum five (5%) percent base salary increase from what the employee made on October 31, 2019. If the next highest base salary step is less than five (5%) percent, then the employee shall be placed on the next base salary step that provides at least a five (5%) percent base salary increase from what the employee made on October 31, 2019.

3. For the term of this collective bargaining agreement between the County and the Union, commencing January 1, 2020, the salary guide will be frozen at the base salaries set forth above. Eligible members shall move from Step to Step on November 1 of each year. Those who are placed on Step 7 as of November 1, 2019 shall be eligible for the 2021 salary increase afforded all Union members not covered by the provisions of this Section. For all other employees reaching Step 7 during the term of this collective bargaining agreement, they will be eligible for the salary increase afforded to all other Union members not covered by this Memorandum on the January 1st following a full year on Step 7. (e.g. a JDO becomes eligible for Step 7 on November 1, 2020, he/she shall be eligible for the salary increase afforded all Union members not covered by this Agreement on January 1, 2022).
4. All JDOs (regular, senior, supervisory and Chief) will be eligible for an annual bonus program that will commence on January 1, 2020, with payment to be made no later than March 31st of the following calendar year, if and only if, they are eligible to receive same. The bonus shall consist of One Thousand (\$1,000.00) Dollars, less all applicable deductions, and shall be based upon the following criteria:
- The employee must attend work at least ninety-five (95%) percent of the time the employee is required to work on an annual basis, excluding approved vacation leave, jury duty and bereavement leave.
- Said bonus is to be awarded annually. If an employee receives a bonus in one (1) year, he/she is not guaranteed a bonus in any subsequent year. The bonus shall not be added to an employee's base salary nor shall the bonus be considered as income for pension purposes. Furthermore, any contractual pay increase, either in percentage (%) or flat pay or both, shall not be added to the bonus amount set forth above, but rather shall be paid separately.

ARTICLE 7 - SHIFT DIFFERENTIAL

- A. Employees shall be entitled to the following shift differentials:
- (1) For the 3:00 P.M. - 11:00 P.M. or 4:00 P.M. - 12:00 A.M. (midnight):
\$.90/hour

(2) For the 11:00 P.M. - 7:00 A.M. and 12:00 A.M. (midnight) - 8:00 A.M.:
\$1.00/hour

B. For all hours that employees work, except as noted herein, between 11:00 P.M. Friday and 7:00 A.M. on Monday, their hourly weekend differential shall be \$.70/hour.

C. Employees reporting to work and not completing their shift during the above weekend period(s) will receive the differential for all applicable shift hours during the weekend period(s) above, provided that the employee(s) works a minimum of one-half (1/2) of the shift hours they reported for.

D. Shift differential shall be paid to Public Safety/Senior Public Safety Telecommunicators as set forth in Exhibit B.

ARTICLE 8 - PAYMENT ON PROMOTIONS

A. Any employees promoted or transferred to a higher title on or after January 1, 2004 shall receive a seven (7%) percent increase over their existing base salary.

B. Any employee demoted from a promotion opportunity or transferred to a higher title obtained on or after January 1, 2004 shall receive a seven (7%) percent decrease in their base salary.

C. Any employee who is demoted on or after January 1, 2004 from any promotional position obtained prior to January 1, 2004 shall receive a reduction in pay based on the following:

(1) The dollar increases attached to the promotion, increased by the percentage (%) raise per year received between the promotion and the demotion, the total of which shall be the amount deducted from the employee's base salary to form the new reduced base salary; OR,

(2) Six (6%) percent decrease in base salary prior to the demotion, whichever is lesser.

ARTICLE 9 - LONGEVITY

A. During the course of this Agreement, payments shall be made to employees with unbroken, continuous long-term service to the Employer in the following annual amounts (effective January 1 of each year):

(1) Employees completing 72 months (6 years) of service:	\$450.00
(2) Employees completing 108 months (9 years) of service:	\$750.00
(3) Employees completing 168 months (14 years) of service:	\$1,150.00
(4) Employees completing 204 months (17 years) of service:	\$1,525.00
(5) Employees completing 276 months (23 years) of service:	\$1,800.00

Steps (6) and (7) shall become effective as of January 1, 2014.

(6) Employees completing 312 months (26 years) of service:	\$2,150.00
(7) Employees completing 360 months (30 years) of service:	\$2,500.00

B. Longevity payments shall be included as part of the base salary.

C. Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. All employees hired on or after January 1, 2018 must work a minimum of thirty (30) hour per week to be eligible for longevity, subject to §E below. They will receive that portion of the longevity payment represented by the percentage (%) of their hours of work compared to the standard work week.

D. Employees hired on or after October 15, 2008 shall not receive longevity until

they have served 108 months (9 years) with the County.

E. No employee hired after November 6, 2013 shall be entitled to longevity.

ARTICLE 10 - HEALTH BENEFITS

A. Basic Medical/Hospital

(1) Employees must contribute to the premiums for the Bergen County Direct Access Plan or the County's HMO Plan in accordance with New Jersey law. Employees must work at least twenty (20) hours per week to be eligible for such coverage. Any employee on the County's payroll as of December 31, 2017 regularly working under thirty (30) hours per week receiving health benefits as of December 31, 2017 will continue to receive benefits under this Article unless they voluntarily reduce their hours. All employees hired on or after January 1, 2018 must work at least thirty (30) hours per week to be eligible for such coverage. The Employer reserves the right in its sole discretion to change insurance carriers or plan at any time provided the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

(2) Employees who complete twenty-five (25) years of service in the New Jersey Public Employees Retirement System shall, at the time of their retirement from the County of Bergen, continue to receive health benefits under the same terms as County employees. Employees hired after January 1, 2013 must have twenty-five (25) years of service with the County of Bergen and twenty-five (25) years of service credit in the appropriate State pension system and retire from the County of Bergen to qualify for retiree medical coverage, subject to any contributions required by New Jersey law.

(3) Employees will be required to obtain precertification on hospital admissions, chiropractic, physical therapy and all mental health counseling. Second opinions will be required on surgery. The County will pay all costs in securing second opinions. Failure to obtain precertification or second opinions will result in a penalty of doubling the annual deductible. Such penalty can be imposed only once a year. All employees will receive training and a booklet

explaining the new program prior to the effective date of these changes.

(4) All Employees who retire on or after January 1, 2018 shall no longer receive a Medicare Part B reimbursement amount from the County which is in excess of the Medicare Part B amount that is being reimbursed as of December 31, 2017.

B. Dental

The Employer shall maintain the currently effective dental benefits insurance program during the term of this Agreement sponsored by the New Jersey Dental Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program IIB, which plan shall provide for a individual annual maximum benefit for dental services and a lifetime maximum benefit for orthodontic services in the amounts set forth below with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year with a co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by the Employer. The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change. Effective January 1, 2016, the maximum benefit for the above shall be One Thousand Nine Hundred (\$1,900.00) dollars. Effective January 1, 2021, the Employer shall cover one hundred (100%) percent of the cost for two (2) dental cleanings per benefit period (annually) at an in-network provider for each enrolled member for each year of the Agreement starting January 1, 2021.

C. Disability

(1) The Employer shall maintain the disability benefits insurance program during the term of this Agreement, subject to the following conditions:

- (a) The County will pay for the full cost of the County plan, pursuant to (b) below.
- b) The waiting period prior to the benefit entitlement shall be thirty (30) days. Employees who join the plan shall receive benefits of seventy (70%) percent of the

employee's weekly wage to a maximum of One Hundred Fifty (\$150.00) dollars per week with a maximum of fifty-two (52) weeks of payments. The Plan shall cover disability due to pregnancy.

(c) An employee who becomes eligible for disability payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time which would give his/her normal bi-weekly base salary.

(d) Effective July 1, 2004, the County will offer the employees the right to purchase up to the state minimum through payroll deduction.

(2) The Employer reserves the right at its sole discretion to change to change insurance carriers or plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

(3) An employee who is disabled within the meaning of the Disability Benefits Insurance Program and who has exhausted all paid leave due him/her may appeal to the County Executive or his/her designee for the continuation of coverage under the State Health Benefits Plan, the Dental Program, the Disability Program, the Prescription Program and/or the Eye Care Plan at the expense of the Employer until either the employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The County Executive or his/her designee shall have the authority, in his/her sole discretion, either to provide for a continuation of health benefits coverage or to allow the coverage to lapse as may otherwise be required under law.

D. Prescription

The Employer shall provide a prescription payment insurance plan to all employees covered by this Agreement and with coverage for dependents, under the terms of which Plan:

(1) (a) As of January 1, 2018, the prescription co-pay for both thirty (30) and ninety (90) day supplies shall be:

\$7.50 (generic)

\$35.00 (preferred brand name)

\$70.00 (non-preferred brand name)

(b) As of January 1, 2018, all maintenance drugs must be acquired by mail in a ninety (90) day supply.

(2) The insurance company shall pay any and all charges above the deductible payment made by the employee.

(3) The Employer shall pay the full premium, subject to any employee contribution mandated by New Jersey law.

(4) This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective upon three (3) months after an employee's hire date. An employee to be eligible, as of January 1, 2018, must regularly work at least thirty (30) hours per week. However, any current under thirty (30) hours regularly worked employees receiving prescription coverage as of December 31, 2017 will continue to receive prescription coverage under this Article unless they voluntarily reduce their hours.

(5) Each prescription shall be for a supply of medication not to exceed thirty (30) or ninety (90) calendar days, except as set forth above.

(6) The Employer reserves the right in its sole discretion to change insurance carriers of plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

(7) No employee shall seek reimbursement, through any of the County's insurance programs or any other entity, of the prescription co-pays paid by the employee.

E. Eye Care

The Employer shall reimburse employees for expenses incurred by them and their dependents for eye care, subject to the following:

(1) 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,

(2) A bill for the expense or proof of the expenditure together with a voucher signed by the employee, shall have been submitted to the Employer; and,

(3) The expense is not one covered by any other insurance program supplied by the Employer under this Agreement; and,

(4) There shall be a Three-Hundred Twenty-Five (\$325.00) dollar benefit per year per employee. Employees can accumulate this benefit for two (2) years up to a maximum of Six-Hundred and Fifty (\$650.00) dollars. Should an employee combine this benefit in the first year of the two (2) year period and leave the County for any reason before the end of the two (2) year period, he/she shall reimburse Three-Hundred Twenty-Five (\$325.00) dollars to the County, which can be deducted from his/her final paycheck.

F. Contributions to Health Coverage

Employees covered by this Agreement are subject to the provisions of Chapter 78, P.L. 2011 and all applicable retirees. Effective January 1, 2020, for the period of January 1, 2020 through December 31, 2021 inclusive, all bargaining unit members shall contribute under Chapter 78 the same amount they were contributing to the County (if covered by the same level of coverage) as of September 1, 2017 irrespective of any increases in their base pay which may cause a change in their tier status or by any increase in insurance premium costs.

G. Save On Sp. Plan

For all employees hired on or after January 1, 2021, this Plan entitles a bargaining unit member who is taking or will be taking a specialty medicine on the non-essential health benefits specialty drug list created by the County, the County of Bergen will pass on to eligible bargaining unit members the savings provided by the manufacturer's co-pay assistance program for specialty medication resulting in a zero (\$0) dollar co-pay for bargaining unit members that enroll in the Plan. Enrollment is voluntary. However, if a member chooses not to enroll in the Plan, but chooses to take a specialty medication, the bargaining unit employee will be responsible for the full One Thousand (\$1,000.00) dollar co-pay.

H. Advanced Utilization Management Plan

For all employees hired on or after January 1, 2021, under this Plan, every medication taken by an employee and/or his/her covered family member will be reviewed for its appropriateness as the patient's condition, its ability to achieve meaningful clinical outcomes and has been prescribed and dispensed in the property quantity. The Unlimited Option under this Plan provides an all-inclusive pricing option in which the intended result is to provide the worse effective drug utilization program for eligible members, while offering safeguards, for example, against opioid abuse.

ARTICLE 11 - PERSONAL LEAVE DAYS

A. Each employee shall be entitled to take three (3) personal days in each year of this Agreement. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

B. For employees employed on or after January 1, 2004, the employees must be employed for at least six (6) months by the County before becoming eligible for personal leave.

C. Employees hired after January 1, 2014 shall be entitled to one (1) personal leave day for the first (1st) year of employment after the employee completes six (6) months of service; two

(2) personal leave days for the second (2nd) through fifth (5th) calendar year of employment and three (3) personal leave days after the fifth (5th) calendar year of employment. If an employee is hired before July 1 of any year, he/she shall be entitled to two (2) personal leave days effective the January 1 following his/her initial employment.

D. For part-time employees, a personal leave day is calculated on the basis of one-tenth (1/10th) of his/her biweekly hours.

ARTICLE 12 - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A. Standard Work Schedule

The standard work week shall consist of five (5) days, Monday through Friday, between 7:00 am and 4:30 pm, with a one half (1/2) hour or one (1) hour off for lunch. Employees work forty (40) hours per week and will continue such hours.

(1) The standard work week shall consist of five (5) days, Monday through Friday. New starting and ending times of each daily shift shall be discussed by the Employer and the Union prior to implementation as well as any changes in such schedules that may occur from time to time thereafter. However, the provisions contained in the preceding paragraph shall not apply to those Departments, where certain employees, as of the commencement date of this contract, and for a period of one (1) year prior thereto, had regularly scheduled weekend work required.

(2) All new employees hired on or after January 1, 2018 shall work five (5) days in a week (Monday through Sunday), eight (8) paid hours a day, with a one-half (1/2) hour or one (1) hour unpaid meal break.

(3) Where the department has a shift operation, standard hours shall be established by the Department Head so as not to exceed forty (40) hours weekly for employees who worked such hours prior to November 6, 2013.

(4) There shall be a one (1) fifteen (15) minute break in the morning and one (1) fifteen

(15) minute break in the afternoon. Breaks shall not be combined with any meal period nor allowed to shorten a work day or to cover for a lateness or any other reason other than a break.

(5) When the demands of business necessitate, management maintains the right to change the schedule for an individual or individuals, fewer than fifteen (15), under the following provisions:

(a) The Employer will advise and consult with the Union at least forty-five (45) calendar days before implementation of the proposed change.

(b) After discussions with the Union, the Employer will solicit qualified volunteers from within the organizational unit.

(c) If there are not sufficient qualified volunteers, the Employer may assign qualified employees to the new schedule in order of inverse seniority.

(d) In the event that a change of schedule creates a serious inconvenience or hardship, the County will make every effort possible to accommodate the individual.

(e) In the event that an emergent condition occurs, the Employer shall notify the Union immediately and thereafter may waive the forty-five (45) day period for the duration of the emergency.

(6) The Employer shall post a schedule of each employee's shift four (4) weeks in advance of the start of any given work week. The Schedule may be changed from time to time by mutual agreement thereafter. This Schedule will remain in effect until it is superseded by a new schedule or by this Agreement.

(7) Employees engaged in continuous operations are defined as those engaged in an operation for which there is regularly scheduled employment for seven (7) days per week. In such cases, Saturday and Sunday work schedules shall be rotated equitable among the employees

in the Department.

(8) The Public Safety Telecommunicators schedule shall be as per Exhibit B.

B. Overtime

(1) All employees covered by this Agreement shall be eligible for overtime.

(2) Overtime shall be paid as follows:

(a) For hours worked up to and including forty (40) hours per week, payment shall be at straight time.

(b) For hours worked in excess of forty (40) hours in one week, payment shall be at time and one-half (1½). As for Public Safety Telecommunicators, overtime eligibility shall be as per Exhibit B.

(c) All employees' standard hourly rate shall be used in computing overtime pay.

(d) Part-time workers shall not be entitled to time and one-half (1½) pay unless they work more than forty (40) hours in a week.

(e) When a snow emergency is declared by the County Executive, time worked by blue collar employees of that department, other than the normal working hours, shall be paid at time and one half (1½).

(f) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.

(g) When an employee receives paid leave during the regular bi-weekly period, those hours shall be included in the computation of overtime for that period.

(h) When an employee is called back to duty at the end of a regular tour, the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. The Employer may require that the four (4) hours be actually worked. This shall not apply in the case of employees required to work overtime immediately after the regular tour.

(i) When an employee is required to work on a holiday, he shall receive time and one-half (1½) for the hours worked on the holiday plus the employee shall receive a day off for the holiday worked; or the employee shall receive standard time plus time and one-half (1½) for the hours worked. The option shall be that of the employee.

(j) Overtime, as well as holiday work, must be authorized by the Department Head or his/her designated deputy and entered on the weekly time sheets.

(k) At the option of the employee, overtime earned may be credited to the employee's Compensatory Time Off (CTO) Account to the extent permitted in the Section covering Compensatory Time Off (CTO) and as limited by applicable Federal and State regulations. The taking of such Compensatory Time (CTO) may be arranged for only at the discretion of the Department Head.

(l) When an institutional worker is required to work two (2) consecutive shifts, commonly referred to as a "double shift," he or she shall receive overtime at the rate of one and one-half (1½) times his/her regular rate of pay for the second shift.

(m) An employee shall be entitled to a meal reimbursement commencing with the third hour beyond the employee's normal work day. The reimbursement shall not exceed Five (\$5.00) dollars and is payable upon the presentation of a paid receipt submitted to the Employer or designee.

(3) Overtime List

Overtime shall be assigned by the Department Head on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Department Head with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he/she shall so indicate to the Department Head in writing and thereafter overtime shall not be offered to him/her. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify his/her Department Head and his/her name shall thereafter be restored to the bottom of the said list. In case of an emergency, the Department Head shall have the right to call in any employee to work overtime, regardless of title or seniority.

(4) Compensatory Time Off

To the extent permitted by applicable State and Federal Law, employees who work in excess of the regular hours may elect to take CTO. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Department Head and subject to the needs of the Department. If the extra time is in excess of forty (40) hours, the employee may elect to take off one and one-half (1½) times the hours worked, subject to the approval of the Department Head and the needs of the Department. Compensatory time may be earned and accrued by employees. The compensatory time accrual may not exceed a maximum of seventy (70) hours.

C. Compensatory Time

The Union will be notified of employees designated to be On-call. If the County/Employer requires additional On-call employees, the County/Employer will provide the affected employees and the Union fourteen (14) calendar days written notice, except in cases of a declared emergency by the Federal, State and/or County official(s). All qualified employees, as determined solely by the County/Employer, shall be eligible for On-call. On-call pay shall be as follows: (a) Eighty (\$80.00) dollars per week if on-call assignment occurs between 7:00 A.M. Monday and 4:30 P.M. Friday; and/or, (b) One Hundred (\$100.00) dollars per week if On-call assignment occurs between

4:31 P.M. Friday and 6:59 A.M. on the following Monday. An On-call employee could be eligible for both amounts above if he/she is designated to be On-call for both of the entire periods above.

D. The County, effective January 1, 2018, will pay eligible bargaining unit members two (2x) times their hourly base rate if they work weekend overtime once they have exceeded eight (8) hours actually worked per weekend day. No employee shall work more than sixteen (16) hours of overtime on any weekend day.

ARTICLE 13 - PAY DURING ABSENCE

A. Unscheduled Absences

If, for any reason, an employee is unable to report for duty, he/she must notify the Department Head at least thirty (30) minutes before the employee's scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

B. Scheduled Absences

When an employee is on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year, 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.

C. Jury Duty

A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against the employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

D. Sick Leave

(1) If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's Department Head or supervisor be notified, according to the Department's procedure. Each Department shall post (in a central area) and distribute to all employees, in writing, the procedure to notify the Employer of an absence. Failure to give prior notification shall result in disapproval of the request for sick leave or be considered as an unscheduled absence.

(2) The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. For any sick leave of five (5) consecutive work days or more, a doctor's certificate must be submitted. The Department Head: (1) retains the right in sick leave cases under five (5) days to request the Personnel Director to obtain a Physician's Certificate; or, (2) to require examination by an Employer physician if the Department Head has any questions as to the employee's condition. Such requests must be reasonable and not made arbitrarily.

(3) Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

(4) Sick Leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first (1st) calendar year of employment and fifteen (15) working days (1¼ per month) for each calendar year thereafter. If the employee begins work after the fourth (4th) day of the month, sick leave is not earned for that month.

(5) Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked each pay period.

- (6) Seasonal and per diem employees are not eligible for sick leave.
- (7) Sick leave may be granted for:
- (a) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
 - (b) Serious illness of a member of the employee's immediate family or household (as defined in Bereavement Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergent nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days/year.
 - (c) In case of extended illness, the employee may use accrued Compensatory Time Off or Vacation Leave.
 - (d) Cosmetic surgery, in which case the employee shall arrange, with the reasonable approval of his/her Department Head, the scheduling of the surgery and attendant leave.
- (8) Accumulated sick leave is forfeited upon separation from the County's service, except as provided for under "Terminal Leave" hereinafter.
- (9) The County will have a sick leave buy back program as follows:
- (a) To be eligible, the employee must have at least thirty (30) sick leave days on the books as of October 31st of each year. For Public Safety Telecommunicators, they must have at least two hundred forty (240) hours of sick leave on the books as of October 31st of each year.
 - (b) The employee may sell back up to five (5) days per year. For Public Safety Telecommunicators, they may sell back up to forty (40) hours per year.
 - (c) The employee must notify the County of his/her willingness to sell back

days and the amount of the sell back as of November 15th of each year.

(d) The rate at which the days will be paid at the yearly rate in the year in which sell back notification occurs.

(e) The County will pay the sick leave buy back amount by the first (1st) pay period in February of the next year.

(10) Employees hired after November 6, 2013 are not eligible for the sick leave buy back program.

E. Injury Leave

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

(2) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers Compensation Insurance and shall not be made if the accident is proven to have been due to intoxication or substance addiction or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury which is covered by Workers Compensation Insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

(3) After all injury leave is used, the employee may be granted additional injury leave only upon approval of the County Executive. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

(4) Use of Injury Leave: Employees absent from due to an accident, illness or injury which is 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 base rate of pay for a period not in excess of thirty (30) working days for each new separate injury. Payments shall be made in either of the following ways:

(a) A check issued by the Employer in the full sum of the employees' base salary. Upon receipt of a compensation check for temporary disability during the said thirty (30) day period, the employees shall endorse said 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 employees 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.

(b) A check issued by the County in an amount equal to the difference between the employee's base salary, and the amount of partial disability Workers Compensation Insurance payments received by the employee during the said thirty (30) day period.

If eligibility for such payments is contested by the Employer, 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.

(5) Contested Injuries: Charges may be made against sick leave accrual, if available, in any case where the Employer is contesting the employees' eligibility for injury leave. In the event that the Workers Compensation Division determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accrual, if available, retroactive to the date of injury, and/or to use vacation leave.

(6) Medical Proofs: In order to limit the obligation of the Employer for each new separate injury, the Employer may require the employee to furnish medical proof or submit to a medical examination by the Employer at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury while in the Employer's service.

(7) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, the employee shall submit to the Employer 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, and without restriction.

(a) Additional reports shall be submitted by the physician every two weeks thereafter indicating the current status of the employee's health and the date of the employee's anticipated return to duty.

(b) In the absence of such certification, the employee shall be removed from injury leave.

F. Bereavement Leave

Employees shall be entitled to four (4) consecutive working days leave with pay, one (1) day of which must be the day of burial in the event of the death of a member of their immediate family. Immediate family is defined as and is 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 employees household at the time of demise. Employees shall be entitled to one (1) day off (day of funeral) in the event of death of an employee's aunt, uncle and domiciled partner. Domiciled partner is defined pursuant to State statute.

G. Terminal Leave

(1) Employees, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or employees who

conclude their service with the Employer after reaching age sixty (60) who are not covered by the Public Employees Retirement System, shall be granted a terminal leave lump sum payment as follows:

Terminal Leave Payment shall be no more than Twenty-Thousand (\$20,000.00) dollars. In addition, in the event of the death of an 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 employee had been employed by the Employer for seven (7) consecutive years. All employees hired on or after January 1, 2009 shall be capped as to Terminal Leave at fifty (50%) percent of their accumulated sick leave not to exceed Fifteen Thousand (\$15,000.00) dollars. Employees hired on or after January 1, 2018 shall not be eligible for terminal leave payments.

(2) Employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week. The hours requirement shall be changed to a minimum of thirty (30) hours per week for employees hired on or after January 1, 2018. However, any current employees working regularly under thirty (30) hours per week as of December 31, 2017 shall continue to receive benefits under this Section unless they voluntarily reduce their hours.

H. Leave of Absence

(1) Leave Without Pay - A permanent employee, for reasons satisfactory to the Employer, may be granted a personal leave of absence without pay for a period 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.

(a) A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other Employer.

(b) Personal leaves of absence are granted with the understanding that the employee intends to return to the Employer. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence,

the employee shall be considered to have resigned and not in good standing.

(c) 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, except the Employer may extend paid health benefits coverage as provided under Article 10, Section C.

(2) Employees as it relates to family leave shall be governed by the applicable County policy.

(3) Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the department head prior to requesting such leave.

(4) Military Training Leave

(a) A full-time or part-time provisional or permanent employee, who is a member of any component of the Armed Forces of the United States or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted a leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the Department Head prior to requesting leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Employer had such training not been ordered. Except for employees in Section (3) above, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

(b) A full-time or part-time permanent, provisional or unclassified employee who has been continuously employed by the Employer for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section (4)(a) above.

(c) A full-time or part-time, permanent, provisional or unclassified employee who has not been continuously employed by the Employer for at least one (1) full year at the time military training is to commence, may only be granted a leave of absence without pay unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration or any part of the period of military field training.

(5) Members of the Union who are elected or designated by the Union to attend any meetings or educational conferences or conventions of the Union, or other bodies of which the Union is affiliated, shall be granted necessary time off without loss of pay provided that notification is given to the Employer, in writing, by the Union at least one (1) week in advance and provided that such requests are not in excess of thirty (30) working days per year for all members (this means that the thirty (30) days shall be in aggregate of both the blue and white collar Labor Agreements) excluding the annual steward training day which will accommodate up to maximum of fifty (50) County employees at no loss of pay or benefits. One (1) year accrual may be carried. Requests for such leave shall be submitted by the Union President or Business Manager to the Personnel Officer, who shall respond to the request within five (5) working days of receipt.

ARTICLE 14 - VACATION

A. Vacation leave is earned and accumulated on a monthly basis in the following manner:

(1) One (1) day per month in the first calendar year for the first eleven (11) months and four (4) days in the twelfth (12th) month, provided the initial date of hire is on or before the fourth (4th) day of the month.

(2) From the beginning of the second (2nd) calendar year of employment to and including the fifth (5th) year of employment, employees earn vacation at the rate of one and one-quarter (1 ¼) days per month (15 days per year). For Public Safety Telecommunicators, the amount of annual vacation leave shall be one hundred and twenty (120) hours.

(3) From the beginning of the sixth (6th) year of employment and thereafter, employees earn vacation at the rate of one and two-thirds (1 2/3) days per month (20 days per year). For Public Safety Telecommunicators, the amount of annual leave shall be one hundred and sixty (160) hours.

(4) Employees hired after January 1, 2014 shall be entitled to a maximum of twenty (20) vacation days after ten (10) years of service.

B. Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service. Per Diem employees have no vacation entitlement.

C. General

(1) When employees complete their first six (6) 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 time or deducted from the employee's pay.

(2) In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final paycheck.

(3) Earned vacation leave for one (1) calendar year may be carried over and used during

the following calendar year only. Except upon the termination of employment, the employee will not be allowed to receive pay in place of taking his/her earned vacation leave. For calendar year 2020, employees shall be allowed to carry over seven (7) days of vacation time, in addition to the carryover time set forth herein. The days shall be converted into the Flexible Vacation (FLAC) account to be used as per the provisions of this Article. This amount may be increased on a case-by-case basis for those working in 24/7 operations and were unable to take vacations due to staffing shortages.

(4) If an employee resigns with proper notice, or plans to retire, the employee may be paid for earned and unused vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2) years of unused vacation leave as of the payroll following termination.

(5) If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his/her estate.

(6) The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation periods.

(7) Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.

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

(9) If a holiday observed by the Employer occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation.

(10) Every effort is made to arrange vacation schedule to meet the individual desire of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference will be given to the employee with seniority. Seniority shall be defined, for the purposes of this Article, as an employee's date of hire or rehire with the

County. All requests for vacation leave must be approved by the employee's Department Head. The Department Head may require that vacation be scheduled in other than the summer months when the needs of the department require it.

(11) Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least one week is to be taken and the employee has notified his/her Department Head at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 15 - HOLIDAYS

A. The Employer agrees to furnish the following holidays with pay to all employees covered by this Agreement.

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth (June 19) (effective January 1, 2021)
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday (see §B and §C(5) below)

The day of the holiday will be the actual holiday, unless the employee works a Monday through Friday schedule; then the provisions of §C(1) apply.

Any employee who is supposed to work on a holiday and calls in sick and/or for any other prior non-approved leave shall be required to produce a doctor's note when he/she returns to work.

B. Employee Birthday

(1) The employee will not receive the provisions of §C(5) below if the employee actually works his/her birthday.

(2) If an employee's birthday falls on a Saturday or Sunday, the Saturday birthday will be celebrated on Friday and the Sunday birthday will be celebrated on a Monday.

(3) If a holiday falls on the employee's day off, he/she shall be afforded another paid day off in lieu of the scheduled holiday. The employee has the option to receive holiday payment on their scheduled day off, if they so choose, but they must provide their management/payroll person with advance notice of their choice to be paid prior to the holiday taking place. If the employee fails to provide such advance notice, the holiday will be added to the employee's compensatory time bank. Employees' birthdays which fall during their vacation shall receive the day off following the vacation period.

(4) 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 their birthday during the week that the birthday occurs.

C. General:

(1) If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday.

(2) Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave, and Bereavement Leave.

- (3) Holidays falling during the unpaid leave of absence will not be credited.
- (4) A Department Head, for good cause, may disallow holiday pay for any employee who does not work the scheduled day before or the scheduled day following a holiday.
- (5) Those full-time employees who work on a holiday shall receive, at the option of the employee, either:
- (a) Payment at a rate of time and one-half (1½) for all hours worked plus an additional day off for the hours worked; or,
 - (b) Standard time plus time and one-half (1½) for the hours worked. Any employee may obtain at his/her request, equivalent compensatory time off in lieu of pay for all hours worked on the holiday schedule.
- (6) Part-time employees are eligible for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

ARTICLE 16 - PENSION

The Employer shall continue in effect the pension plan offered to its employees which is described, in part, as follows:

A. Membership in the contributory pension plan is compulsory for and only offered to all provisional employees who have served one (1) year, all permanent employees, and all unclassified employees. 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. Employees are encouraged to make use of this service early in their careers.

B. 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 (1) 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 of contribution for this additional life insurance is currently three quarters (3/4) of one (1%) percent of the base salary.

C. The total amount of life insurance payable to the employee's estate depends upon three things: Annual salary, age, and pension membership status employed at the time of death. Insurance coverage is one and one-half (1½) 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.

ARTICLE 17 - DISCIPLINARY ACTION/GRIEVANCE PROCEDURES

A. Grievance and Minor Suspensions

Any grievance relating to the wages, hours or working conditions of an employee, including suspensions for five (5) days or less, fines, demotion or disciplinary actions shall be handled in the manner set forth below and at all stages of the grievance procedure the employee shall be represented by the Union. 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 employee's resignation or retirement.

Disciplinary action shall be taken for "just cause" only.

(1) The employee and the Union should discuss the grievance with his/her immediate supervisor. If the employee and the Union are not satisfied with the result of the discussion, the Union may file a written notice of grievance with the Department Head. If, for any reason, the employee and the Union do not wish to discuss the grievance with the supervisor, the employee and the Union may begin the procedure with the written notice to the Department Head.

(2) The Department Head shall make a determination on the grievance within ten (10) days of the date it is received and shall advise the Union of the decision in writing.

(3) The Union may appeal the decision of the Department Head by appealing to the County Executive or designee and forwarding copies of all previous writings on the matter. The County Executive or designee shall determine whether a hearing is necessary on the grievance and if he/she finds that a hearing is needed, may either conduct the hearing or assign it to a Hearing Officer. The County Executive or his/her designee shall decide the matter within ten (10) days after the final date of the hearing and shall issue a written decision to the employee and the Union.

(4) If the decision of the County Executive or designee is not satisfactory to the Union, the Union shall have the right to submit the grievance which is a claimed violation, misinterpretation or misapplication of the terms of this Agreement and the County's policies directly affecting the employees of the Union or, in minor disciplinary actions, the decision of the County Executive or his/her designee to an arbitrator appointed by the parties pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, Trenton, New Jersey. The Union shall file a written demand for arbitration with the New Jersey Public Employment Relations Commission within ten (10) calendar days of the receipt by the employee and the Union of the County Executive's or his/her designee's decision. A copy of the demand for arbitration shall also be sent to the County Executive or designee.

The decision of the Arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue(s) submitted. No one (1) Arbitrator shall have more than one (1) substantive grievance submitted to him, and under consideration by him, at any one (1) time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an Arbitrator until he/she has rendered his/her written

decision which shall be done within forty five (45) calendar days from the close of the Hearing.

In the event of the submission of any matter for arbitration as herein provided, the Arbitrator shall have no right or power to alter or modify the terms of this Agreement. The cost of the Arbitrator and his/her expenses shall be borne equally by both parties, unless otherwise provided by law.

B. Major Suspensions

(1) In any case where a permanent employee in the classified service, as defined in Title 4A of the New Jersey Civil Service Commission rules and regulations, or where a provisional employee has been employed by the Employer for at least ninety (90) days, is suspended by the Employer for a period of more than five (5) days at one time or receives suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year or is demoted or is removed from his/her position, he/ she shall be issued a Preliminary Notice of Disciplinary Action. The employee shall have a right to appeal for a hearing before a Hearing Officer appointed by the County Executive and shall file a written Notice of such Appeal with the County Executive within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action. The Hearing Officer shall conduct a hearing no sooner than ten (10) nor more than thirty (30) days after service of the notice of appeal unless mutually extended. The Hearing Officer shall make specific findings of fact and report those findings and conclude the matter. The procedure set forth by the New Jersey Civil Service Commission and the rules and regulations of the New Jersey Civil Service Commission shall also be applicable to those employees who are subject to that.

Disciplinary action shall be taken for "just cause" only.

(2) The Union shall have the right to represent any employee requesting representation, but individual employees shall have the right to elect to represent themselves.

(3) The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine, demotion or removal.

(4) A County employee not in the classified service, as defined by the New Jersey Civil Service Commission and not serving in a title set forth on Schedule A, attached hereto, and who was appointed by Resolution of the County Executive and who is serving at the pleasure of the County Executive, is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

(5) No grievance may be filed by an employee or the Union on his/her behalf who has 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 employee's(s') resignation or retirement.

ARTICLE 18 - RELEASE TIME

A. In order to provide the orderly handling of grievance and disciplinary matters, the President, Grievance Chairperson, Shop Steward and grievant involved in the grievance or disciplinary proceeding shall be released from their County duties prior to the scheduled matter for a reasonable period of time (not to exceed two (2) hours) for the purpose of handling such grievance matters. In the event of a class grievance, the Union will make a request of the Personnel Director, who shall determine which grievants will attend. Reasonable advance notice for such release time shall be provided to the Department Head or his/her designee. Such leave time shall not substantially interfere with County operations and/or the employee's normal job function, except in emergent circumstances. It is understood and agreed that the Grievance Chairperson and Shop Steward shall be released for a reasonable period of time to investigate potential grievances and proposed disciplinary actions, and such time shall be administered in the manner indicated above.

B. Effective January 1, 2004, the Local Union President only shall be provided one (1) day per month to attend to Union functions. The Union President shall provide the Office of Personnel a minimum of seventy two (72) hours' notice prior to taking such. There shall be no monthly or yearly accumulation. Said release time may be rejected if the granting of such would be detrimental to the operation of the County.

ARTICLE 19 - SENIORITY RIGHTS

A. Permanent employees shall be entitled to rights for seniority with respect to changes in job assignment, hours or working conditions within that title only when there is an authorized vacancy. Nothing in this Article shall limit the County's managerial prerogatives.

B. Seniority shall be based on Civil Service title seniority, which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the New Jersey Civil Service Commission, seniority shall be based upon length of service with the Employer.

ARTICLE 20 - SHIFT CHANGES

Wherever possible, shift changes will be made at regularly schedule times established by the Department Head, except in emergent circumstances. Notice of shift changes shall be posted as early as possible but not later than one (1) week prior to the effective date of the change. Twenty (20) calendar days' notice shall be given to the employee whenever possible, except in emergencies or prospective diminution of services.

ARTICLE 21 - UNION DUES

A. The Employer agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the Employer's Treasurer, who shall remit same to the Union at regular intervals.

B. Notwithstanding anything to the contrary in this Article, the Employer shall have no obligation to make dues deductions until and unless it receives the signed authorization from the employee in accordance with the Union Authorization Form. The Employer shall notify the Union President of new employees no later than ten (10) days from the date of hire.

C. The Union agrees to indemnify and hold the County harmless from any claim or

action commenced by an employee against the Employer which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of the negligence of the Employer.

ARTICLE 22 - OUT OF TITLE WORK

In the event a permanent employee is temporarily assigned by the Department Head to perform duties which are not set forth in the employee's job description and which are duties set forth in a higher title and the employee performs those duties during fifty percent (50%) of his/her working time, over a period in excess of one (1) month, the employee shall be forthwith provisionally appointed by the Employer to the said higher title and shall be paid accordingly, pending the results of a promotional examination issued by the New Jersey Civil Service Commission. If the employee, as a result of the promotional examination, is not eligible for permanent appointment in the said title, the employee will revert to the previous title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title. The parties agree that a permanent employee must be formally assigned in writing by the Department Head to perform duties of a higher title.

ARTICLE 23 - PERSONNEL FILE

All entries in an employee's personnel file shall be contained in both the Employer's Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc. shall be placed in department files which are not also placed in the employer's personnel file. No entries, notations, documents, etc. which reflect on the employee's ability, performance or character shall be placed in a department file or in the Employer personnel file without a copy first having been given to the employee, and the employee having been given the opportunity to place his/her initials thereon and a copy given to the employee. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry but shall solely acknowledge notice of the entry.

ARTICLE 24 - LAYOFFS

A. In the event layoffs become necessary, the provisions of the New Jersey Civil Service Act, N.J.S.A. 11A:8-1 et. seq., and all administrative rules and regulations adopted thereunder by the New Jersey Civil Service Commission shall be followed.

B. Notice shall be forwarded to the Union by the County Executive or his/her designee of any general layoffs or of any layoffs limited to one (1) or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

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

D. During the period of November 16, 2020 through December 31, 2021 inclusive, the County agrees it shall not lay off, furlough or in any way diminish the earnings of its employees covered under this Agreement. This provision shall cease to be in effect commencing January 1, 2022 in the absence of a new collective bargaining agreement specifically continuing this language in the new collective bargaining agreement.

ARTICLE 25 - USE OF PERSONAL VEHICLE

A. Whenever an employee is required to use his/her own vehicle on Employer business, he or she shall be compensated for such usage at the IRS rate. All employees must adhere to the County's vehicle policy.

B. Employees attending conferences/seminars/meetings outside the work place, who are required to attend such events, shall be compensated for normal travel time excluding normal commutation time. The County may provide a vehicle and the employee shall be paid from the time the employee takes possession of the vehicle, excluding any time overnight at the employee's residence.

C. If the employee, without prior authorization from the Department Head, opts to use

an alternative method of transportation(his/her own vehicle, public transportation, etc.) he/she shall be compensated for all reasonable time excluding the time to and from their home and regular work place.

ARTICLE 26 - TUITION REIMBURSEMENT

The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

- A. The course is directly job-related and has received the prior approval of the employee's Department Head and the County Executive, which approval shall not be unreasonably withheld.
- B. The course or its equivalent is not offered by the Employer, at no cost to the employee.
- C. Tuition Reimbursement shall not exceed Two Thousand Seven Hundred (\$2,700.00) Dollars per year (\$300.00 per credit).
- D. The per credit amounts set forth in subsection C above are the maximum credit payments eligible to be made; the County shall reimburse the employee for the actual tuition credit rate of the school, not to exceed the maximum per credit amount. The total maximums are based on the actual per credit rates of the school in question and the number of credits taken, not to exceed the total maximum amount.
- E. No employee shall be entitled to reimbursement for more than nine (9) credits per year,
- F. The employee has successfully completed the course and proof thereof has been furnished to the Employer.
- G. Employees hired after November 6, 2013 shall not be eligible for tuition

reimbursement.

ARTICLE 27 - LICENSE COST REIMBURSEMENT

A. The Employer shall reimburse employees for the cost of non-professional licenses required by the Employer, so that the employees may perform their duties as set forth in their titles or as assigned by the Employer, provided no employee shall be entitled to reimbursement for the cost of an ordinary motor vehicle driver's license.

B. The following are examples of licenses, the cost of which would be reimbursed by the Employer: commercial driver's license (provided the employee is assigned duties requiring such a license) (as modified below); Plumber Foreman License; Gold Seal, Red Seal Stationery Engineer Second Class, Blue Seal Stationary Engineer Third Class, and all licenses above the basic Black Seal License; Certified pesticide applicator registration; and, License to operate a bus.

C. Stipends

(1) All current DPW employees (except as modified below) will be offered the opportunity, on an annual basis, to obtain either a CDL Class A or Class B license. If the employee obtains a Class A license and maintains said license throughout the year and uses the license for the County at least thirty (30) working days a year, he/she shall receive a yearly stipend of Three Thousand (\$3,000.00) Dollars, less all applicable deductions. Said payment shall be made in the second (2nd) paycheck in the following January. If an employee obtains a Class B license and maintains said license throughout the year and uses the license for the County at least thirty (30) working days a year, he/she shall receive a yearly stipend of One Thousand Five Hundred (\$1,500.00) Dollars, less all applicable deductions. Said payment shall be made in the second (2nd) paycheck in the following January. If an employee obtains an (N) tank vehicle endorsement needed for vehicles that transport liquids or gas in bulk and maintains said endorsement throughout the year and uses the endorsement for the County at least thirty (30) working days a year, he/she shall receive an additional yearly stipend of One Thousand Five Hundred (\$1,500.00) Dollars, less all applicable deductions. Said payment shall be made in the second (2nd) paycheck in the following January. The maximum yearly stipend available to an employee for the Class A/ Class B/ N endorsements

in any one (1) year shall be Four Thousand Five Hundred (\$4,500.00) dollars, less all applicable deductions for all licenses/endorsements.

(2) All employees hired in the Operations Division, the Mosquito Division, the Mechanical Services Division and where the County determines a necessity for such in the General Services Division on or after September 1, 2017 shall be required, at minimum, to have a CDL Class B license in order to be employed by the County, but shall not receive the stipend set forth in §C(1) above.

(3) Failure to maintain a CDL shall subject the employee to discipline, up to and including termination.

(4) As to those employees serving in and performing the duties of Mechanic, they will be eligible, (if they obtain the certification(s) on their own time and with their own money), for an annual stipend of One Thousand Five Hundred (\$1,500.00) dollars, less all applicable deductions, for every ASE certification level they obtain, maintain and use on behalf of the County up to a maximum of Six Thousand (\$6,000.00) dollars per year, less all applicable deductions, if they obtain, maintain and use a Level 4 ASE certification on behalf of the County. The use of such certification must be for at least thirty (30) working days in any year and said payment shall be made in the second (2nd) paycheck in the following January.

(5) Mechanics who work on specialized equipment on behalf of the County shall be eligible for an hourly rate during those specific hours they are working on said specialized equipment. The County will consult with the Union prior to the implementation of same.

ARTICLE 28 - PHYSICAL EXAMINATION

A. Each employee shall be entitled to receive a physical examination to be conducted at the Center for Occupational Medicine or at another site mutually agreed upon by the Employer and the Union, consisting of the following: chest x-ray; SMA series of blood tests (23 in number); urine analysis; EKG; blood pressure test. In addition, female employees may have a breast examination and PAP smear test. All or any portion of the testing shall be voluntary on the part of

the employee.

B. Each employee desiring a physical examination shall so indicate, in writing, to his/her Department Head which physical examination shall be scheduled by the Employer.

C. Each employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance company affording coverage to the employee, the premiums for which insurance coverage are paid by the Employer.

D. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties. All scheduled appointments must be pre-approved by the Employer and cannot exceed eight (8) hours in total for the year except that a follow-up examination required by the physical shall be accommodated to a maximum period of four (4) hours annually.

ARTICLE 29 - NOTIFICATION TO UNION OF CERTAIN HIREES

The Employer shall make available to the Union a list of all persons who shall be proposed for hiring by the Employer, prior to each such hiring whenever possible. The Employer will notify the Union, in writing, of any intention to hire through a personnel agency, rather than directly.

ARTICLE 30 - PER DIEM EMPLOYEES

A. Employees who regularly work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement. Effective January 1, 2018, all bargaining unit members hired on or after January 1, 2018 must regularly work thirty (30) hours per week or more shall receive all fringe benefits as provided in this Agreement. Per Diem employees are employees who regularly work less than thirty (30) hours and do not receive fringe benefits as provided in this Agreement.

B. The Employer shall have the right to hire, less than twenty (20) hours per week,

per-diem employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring of a twenty (20) hour per week or greater employee. Effective January 1, 2018, all bargaining unit members hired on or after January 1, 2018 must regularly work thirty (30) hours per week or more to be eligible to receive all fringe benefits as provided in this Agreement. Thus, per diems going forward shall work less than thirty (30) hours per week.

**ARTICLE 31 - HEALTH/ SAFETY/FAMILY CAREGIVER/WORKPLACE
COMMITTEE**

There shall be a health and safety/family caregiver/workplace committee consisting of three (3) employees of the bargaining unit who shall be selected by the Union President and three (3) persons employed by the Employer who shall be selected by the County Executive or his/her designee. This committee shall initially meet within forty-five (45) days of ratification and at least quarterly thereafter. The committee shall discuss matters of health and safety/family caregiver/workplace as it pertains to County operations and procedures and shall be entitled to bring its comments and recommendations to the Employer for its consideration. Upon the affirmative vote of three (3) members of the Committee, applicable problems shall be brought directly to the attention of the County Executive or his/her designee.

ARTICLE 32 - UNIFORMS

A (1) Effective January 1 of each year of this Agreement, each employee's annual uniform allowance, except as stated below, shall be as follows:

- | | |
|---|----------|
| (a) For those known as "outside" and "security" workers | \$500.00 |
| (b) For those known as "inside" workers | \$450.00 |
| (c) For those known as "exceptions" | \$550.00 |
| (d) For those known in various "food service" titles: | \$275.00 |
| (e) Public Safety Telecommunications (PST) and
Juvenile Detention Officers (JDO) | \$550.00 |

(2) For all employees hired prior to January 1, 2008, the uniform allowance shall be paid as follows:

(a) a check for one-half ($\frac{1}{2}$) if the annual allowance shall be paid to each employee in the first (1st) month of each year

(b) The remainder of the uniform allowance shall be paid promptly by the Employer upon the submission by the employee of receipts to demonstrate the employee's purchase of uniform clothing or work shoes, which purchases shall amount to not less than one-half ($\frac{1}{2}$) of the dollar amount of the employee's annual uniform allowance.

(c) Each employee shall be obligated to submit to the Employer additional receipts to demonstrate the employee's purchase of uniforms or work shoes in a dollar amount equal to his/her annual uniform allowance.

(3) Security personnel will be considered outside personnel for purposes of uniform allowance and shall receive the outside personnel uniform allowance, effective January 1, 2004.

(4) Bargaining unit employees required to wear work boots shall receive a One Hundred Fifty (\$150.00) Dollar annual allowance, effective January 1, 2014. Effective January 1, 2018, the County shall, in lieu of providing the One Hundred Fifty (\$150.00) dollar allowance, reimburse security guards for boots purchased for use at work for the County, after the providing of purchase receipts for said boots to the County's designee, up to One Hundred Fifty (\$150.00) dollars per year.

B. For those employees hired after January 1, 2008 and still within the first (1st) calendar year of their employment, the uniform allowance shall be payable as follows:

(1) A check in the amount of one-half ($\frac{1}{2}$) of the annual uniform allowance shall be paid in the first (1st) month of their employment.

(2) The remainder of the uniform allowance shall be paid promptly by the Employer upon

the submission by the employee of receipts to demonstrate the employee's purchase of uniform clothing or work shoes, which purchases shall amount to not less than one-half (½) of the dollar amount of the employee's annual uniform allowance, provided that payment on the remainder of the uniform allowance shall not be due sooner than ninety (90) days after the date of hire.

(3) Each employee shall be obligated to submit to the Employer additional receipts to demonstrate the employees' purchase of uniforms or work shoes in a dollar amount equal to his/her annual uniform allowance.

C. Irrespective of Sections A(2), A(3), B(1), B(2) and B(3) above, effective January 1, 2020 and through December 31, 2021 inclusive, mechanics will be supplied uniforms by the County and shall have said uniforms cleaned by the County's vendor as part of a two (2) year "PILOT" study. Said mechanics shall not be eligible for a uniform allowance during that period.

D. All employees covered by this Agreement other than as specified in Sections A(3) and B above shall receive his/her clothing allowance in full in the first (1st) month of each year, except as set forth in Section C above.

E. Each employee shall wear a uniform consisting of a shirt, pants and, where required, a jacket, except that "food service" personnel shall wear a uniform consisting of a smock or jacket. The color of the uniform for "outside" employees shall be khaki or a different color if mutually agreed to between the Employer and the Union; the color of the uniforms to be worn by the painters, cooks and "food service" personnel shall be white. Juvenile Detention Officers and related titles at the Juvenile Detention Center shall wear a uniform as agreed to between the Union and the Department Head. A Bergen County identification patch supplied by the Employer shall be worn on the shirt of all uniforms. The Employer must provide identification cards with the employee's picture thereon, which card shall be worn as part of the uniform. Failure to wear the uniform shall result in disciplinary action against the employee.

F. The Employer shall continue to provide rain gear and gloves to all employees for whom the County supplied such rain gear and gloves during the year 2003 and this shall not be deducted from the employee's allowance.

G. The uniform allowance shall be provided for all blue-collar county workers whether or not they were included under the uniform rental program previously in effect by the County, and specifically a uniform allowance shall be provided for Bridge Operators and for Institutional Laundry Trade Inspector Supervisors.

H. The maintenance of the uniform shall be the responsibility of the employee.

ARTICLE 33 - EMPLOYMENT OPPORTUNITIES

Effective as of the signing of this Agreement, the County agrees to establish an interview list of Union members for employment opportunities throughout the County. The County will call the list as job openings occur, consistent with New Jersey Civil Service Commission rules and regulations.

ARTICLE 34 - SEVERABILITY

Should any clause of this contract be found unenforceable or invalid, the parties agree to reopen negotiations and consider alternative approaches to the issue involved. In such event, the remaining portions or provisions of this Agreement shall continue in full force and effect.

ARTICLE 35 - UNION RIGHTS

Agents of the Union, who are not employees of the Employer, shall be permitted to visit job sites and work locations for the purpose of discussion Union matters, so long as such visitations do not interfere with the general operation of the employer. The Union shall furnish the names of all such agents to the County Personnel Officer upon request.

The Union shall have the right to post Union notices on available bulletin boards for general purposes and/or those normally used to post notices to employees.

Union employees or the President shall have the right to examine time sheets and other

records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute, upon reasonable notice to the County Personnel Officer.

Employees shall be entitled to representation by a Shop Steward or other representative when they are summoned to meet with management regarding disciplinary action.

ARTICLE 36 - FIRST AID EQUIPMENT

The Employer shall provide first aid equipment at each County work site.

ARTICLE 37 - TOOL ALLOWANCE

All employees required by the Employer to supply their own tools shall be given a tool allowance payable at the first payroll period of each year. The tool allowance shall be paid as follows:

(1) Four Hundred Fifty (\$450.00) Dollars shall be paid to all employees in "mechanic" titles which shall specifically include; mechanic; senior mechanic; automotive mechanic; senior automotive mechanic; mechanic diesel; senior mechanic diesel; mechanic helper; assistant mechanic foreman; mechanic foreman; body and fender repairer; senior mechanic body and fender repairer; dredge mechanic; and, all other "mechanic" titles which may be added to the unit during the term of this Agreement.

(2) Three Hundred Twenty-Five (\$325.00) dollars shall be paid to all employees in the carpenter shop, plumbing shop and electrician shop, specifically including the following titles: carpenter foreman; mason and plasterer; maintenance repairer; maintenance repairer carpenter; maintenance repairer electrician; maintenance repairer foreman; maintenance repairer general foreman; maintenance repairer roads and bridges; maintenance repairer mason plasterer; maintenance repairer plumber; maintenance repairer; senior maintenance repairer carpenter; senior maintenance repairer electrician; senior maintenance repairer locksmith; senior maintenance repairer plumber; senior maintenance repairer roads and bridges; general foreman; sign design processor letterer; sign design processor letterer foreman; sign design letterer assistant foreman;

plumber; plumber foreman; electrician; electrician foreman; boiler room staff and, all other titles which may be added to the three (3) named shops for which the Employer requires the employee to supply his/her own tools.

(3) Persons working in "mechanic" titles at the Mosquito Commission Garage who are supplied tools by the Employer shall not collect a tool allowance.

ARTICLE 38 - MISCELLANEOUS

A. The Union recognizes that all employees covered under this bargaining unit are essential employees in all capacities and that the County may call upon these employees for any reason whatsoever as the County Executive so determines.

B. In the event that the County becomes eligible to join the NJMA, the County shall do so at the earliest practical time subsequent to eligibility.

ARTICLE 39 - 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 40 - FUNDING REIMBURSEMENT REOPENER AGREEMENT

A. In the event that the County receives full funding reimbursement from the State and/or Federal government(s) in the form of a grant or fully forgivable loan, which represents at least eighty (80%) percent of its demonstrated loss of revenues resulting from the COVID-19 Pandemic for CY 2020 and CY 2021, the County and the Union agree that for the urge increase and minimum increase set forth herein, the County and the Union, upon written notices from the Union, shall re-open for purposes of negotiating the wages and minimums for purposes of increasing the same based on such negotiations. Any State or Federal funding provided through the CARES Act received prior to November 16, 2020 shall be counted or considered as part of the funding reimbursement referenced herein.

B. The County and the Union agree that the County will demonstrate, upon written report of the Union, the economic losses suffered through requested documentation of State/Federal reports, together with representations made by the State and/or Federal government(s) as to the percentage (%) of reinstatement of such funding due to the pandemic. The County may provide to the Union an application submitted to the Local Finance Board that contains a statement of revenue losses, which shall serve as proof of any such losses.

C. All other provisions set forth in this Agreement shall not be impacted by such reopener and all such provisions shall remain in full force and effect during the term of this Agreement and until a Successor Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

FOR THE COUNTY OF BERGEN

FOR UNITED SERVICE WORKERS
UNION, LOCAL 655

James Tedesco, III
County Executive

Kevin Boyle, Jr.
Public Sector Coordinator, USWU

Julien Neals, Esq.
County Administrator (Acting)

Ken Russell
President, Local 655

ATTEST:

ATTEST:

Exhibit A

	<u>January 1, 2020</u>	<u>January 1, 2021</u>
Trainee	\$33,392.24	\$33,892.24
Year 2	\$36,231.48	\$36,731.48
Year 3	\$38,772.55	\$39,272.55
Year 4	\$41,313.63	\$41,813.63
Year 5	\$43,854.70	\$44,354.70
Year 6	\$46,395.78	\$46,895.78
Year 7	\$48,936.86	\$49,436.86
Year 8	\$51,487.71	\$52,002.59
Year 9	\$54,054.20	\$54,594.74
Year 10	\$56,620.68	\$57,186.89
Year 11	\$59,187.17	\$59,779.04
Year 12	\$61,753.66	\$62,371.20

*Add \$3000 to the above salary for Senior Public Telecommunicators (the \$3000 amount shall not increase by any percentage increase, but shall be included in the employee's pensionable base salary).

*All Public Safety Telecommunicators hired July 1, 2012 or after shall be placed on the salary guide at his/her current salary (*Trainee*) and shall advance to the next salary step upon completion of his/her twelve (12) month anniversary date and shall advance upon completion of each successive twelve (12) month anniversary date. All new Public Safety Telecommunicators shall be placed on the salary guide and shall remain at that step and shall advance to the next salary step upon completion of each twelve (12) month anniversary date and shall advance upon completion of each successive twelve (12) month anniversary date.

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF BERGEN AND
UNITED SERVICE WORKERS UNION, LOCAL 655**

THIS MEMORANDUM OF AGREEMENT, by and between the COUNTY OF BERGEN (hereinafter referred to as the "County") and UNITED SERVICE WORKERS UNION, LOCAL 655 (hereinafter referred to as "Union"), made and entered into on this 27 day of November, 2019.

WHEREAS, the parties above engaged in good faith discussions regarding an amendment to the current collective bargaining agreement that expires on December 31, 2019; and,

WHEREAS, as a result of those good faith negotiations the parties now wish to amend the Agreement by way of a Memorandum of Agreement ("Memorandum") that relates solely to Juvenile Detention Officers ("JDOs").

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulate and agree as follows:

1. The Union has advised the County that the signatories below on behalf of the Union have the power to bind the membership and that this Memorandum does not require further ratification/approval by their membership.
2. A copy of this Memorandum has been furnished to representatives of the County and the Union and each have had the opportunity to fully review its terms.
3. All provisions of the existing Agreement shall remain in effect, except as modified herein.
4. This Memorandum and its provisions shall take effect on November 1, 2019 and will be incorporated as an Exhibit to any subsequent collective bargaining agreement between the County and the Union.
5. Effective November 1, 2019, all Juvenile Detention Officers ("JDOs"), Senior Juvenile Detention Officers ("Senior JDOs"), Supervisory Juvenile Detention Offices ("Supervisory JDOs") and the Chief Juvenile Detention Officer ("Chief JDO") shall be placed on the modified salary schedule as set out below:

	JDOs	Senior JDOs	Supervisory JDOs	Chief JDO
Starting Salary	\$37,000.00	\$47,750.00	\$57,750.00	NO LESS THAN \$7,000.00 ABOVE SUPERVISORY JDOs
Step 1	\$38,645.00	\$49,890.00	\$60,320.00	
Step 2	\$40,290.00	\$52,030.00	\$62,890.00	
Step 3	\$41,935.00	\$54,170.00	\$65,460.00	
Step 4	\$43,580.00	\$56,310.00	\$68,030.00	
Step 5	\$45,225.00	\$58,450.00	\$70,600.00	
Step 6	\$47,870.00	\$60,590.00	\$73,170.00	
Step 7	\$50,200.00	\$62,750.00	\$75,750.00	

6. All JDOs, Senior JDOs, Supervisory JDOs and the Chief JDO who are on the County's active payroll as of October 31, 2019 shall be placed on the guide above at the next highest base salary above what the employee is making on October 31, 2019, provided that the salary placement provides a minimum five (5%) percent base salary increase from what the employee made on October 31, 2019. If the next highest base salary step is less than five (5%) percent, then the employee shall be placed on the next base salary step that provides at least a five (5%) percent base salary increase from what the employee made on October 31, 2019.
7. For the term of the new collective bargaining agreement between the County and the Union commencing January 1, 2020, the salary guide will be frozen at the base salaries set forth above. Eligible members shall move from Step to Step on November 1 of each year. Those who are placed on Step 7 as of November 1, 2019 shall be eligible for the 2021 salary increase afforded all Union members not covered by this Memorandum. They shall also be eligible for any salary increase provided for in subsequent years by way of the collective bargaining agreement commencing January 1, 2020. For all other employees reaching Step 7 during the term of the new collective bargaining agreement commencing January 1, 2020, they will be eligible for the salary increase afforded to all other Union members not covered by this Memorandum on the January 1st following a full year on Step 7. (e.g. a JDO becomes eligible for Step 7 on November 1, 2020, he/she shall be eligible for the salary

increase afforded all Union members not covered by this Memorandum on January 1, 2022).

8. The County and the Union also agree to the following:

All JDOs (regular, senior, supervisory and Chief) will be eligible for an annual bonus program that will commence on January 1, 2020, with payment to be made no later than March 31st of the following calendar year, if and only if, they are eligible to receive same. The bonus shall consist of One Thousand (\$1,000.00) Dollars, less all applicable deductions, and shall be based upon the following criteria:

The employee must attend work at least ninety-five (95%) percent of the time the employee is required to work on an annual basis, excluding approved vacation leave, jury duty and bereavement leave.

Said bonus is to be awarded annually. If an employee receives a bonus in one (1) year, he/she is not guaranteed a bonus in any subsequent year. The bonus shall not be added to an employee's base salary nor shall the bonus be considered as income for pension purposes. Furthermore, any contractual pay increase, either in percentage (%) or flat pay or both, shall not be added to the bonus amount set forth above, but rather shall be paid separately.

WHEREAS, the County and the Union acknowledge that the signatories below are authorized by their respective parties to execute this Memorandum. Furthermore, by their signatures below, all Union signatories further acknowledge that they are binding the Union to this Memorandum and they do not require, nor shall they seek the approval/ratification of this Memorandum from the membership of the Union unless required to do so by law.

ATTEST:

Helene Tymenski

Dated: 12/3/19

COUNTY OF BERGEN

[Signature]

Dated: 12.3.19

ATTEST:

Kenneth H Russell

Dated: _____

[Signature]

Dated: 12/3/19

UNITED SERVICE WORKERS UNION
AND ITS AFFILIATION LOCAL 655

[Signature]

Dated: 12/3/19

LOCAL 655

Kenneth H Russell
Kenneth H. Russell, President

Dated: 12/3/19



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 254-21

Agenda: 4/21/2021

Administration & Finance

Meeting Date: 4/21/2021

Purpose: To Approve an Amendment to Memorandum of Agreement between the County of Bergen and United Service Workers Union (USWU), Local 655 Covering "Blue Collar" Employees

Prepared By: MB/FTM

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairman Tanelli, Vice Chairwoman Silna Zur, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., County Commissioner Ortiz, and County Commissioner Sullivan

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 254-21, passed by the BOARD OF COUNTY COMMISSIONERS on 4/21/2021.

Attest:

Lara Rodriguez



COUNTY OF BERGEN

Certified Copy

Resolution: 254-21

Agenda: 4/21/2021

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION

WHEREAS, the County of Bergen ("County") and **United Service Workers Union (USWU) Local 655** ("Union") governing the negotiable terms and conditions of employment of the "blue collar" employees represented by the Union, have agreed to an Amendment to the Memorandum of Agreement dated November 19, 2020 between the County and the Union; and

WHEREAS, the parties negotiated modified terms for an Amendment to the collective bargaining agreement for the period of January 1, 2020 to December 31, 2021 contained in the Amendment to the Memorandum of Agreement attached hereto; and

WHEREAS, representatives of the membership of Union have agreed to the terms of the attached Amendment to the Memorandum of Agreement; and

WHEREAS, the membership of the Union have ratified the terms of the attached Memorandum of Agreement; and

WHEREAS, Bergen County Executive, James J. Tedesco III, has agreed to the terms of the attached Amendment to the Memorandum of Agreement and executed same in accordance with N.J.S.A. 40:41A-36(i); and

WHEREAS, in accordance with N.J.S.A. 40:41A-36(i), Bergen County Executive, James J. Tedesco III, presents the terms of the attached Amendment to the Memorandum of Agreement to the Bergen County Board of County Commissioners for its review and consideration.

IT IS, THEREFORE, RESOLVED that the Bergen County Board of County Commissioners has reviewed and considered the terms of the attached Amendment to the Memorandum of Agreement and hereby ratifies the terms of the attached Amendment to the Memorandum of Agreement, in accordance with N.J.S.A. 40:41A-38(n), which terms will be incorporated into the modified collective bargaining agreement between the County of Bergen and the United Service Workers Union (USWU), Local 655 Covering "Blue Collar" Employees for the period of January 1, 2020 to December 31, 2021, and to be signed by the Bergen County Executive,

254-21

James J. Tedesco III, or his designee, in accordance with N.J.S.A. 40:41A-36(f).

MANE

Amendment to Memorandum of Agreement

By and Between

COUNTY OF BERGEN

And

UNITED SERVICE WORKERS UNION (USWU), LOCAL 655

Covering "blue collar" employees

January 1, 2020 - December 31, 2021

This Amendment to the Memorandum of Agreement dated November 19, 2020 is made this 9th day of April 2021, by and between:

The County of Bergen (hereinafter "the Employer"), a body politic and corporate having its principal place of business in One Bergen County Plaza, Hackensack, New Jersey 07601; and

The United Service Workers Union (USWU), Local 655 (hereinafter "the Union"), governing the negotiable terms and conditions of employment of the "blue collar" employees represented by the Union, for the period beginning January 1, 2020 through December 31, 2021.

WITNESSETH:

WHEREAS, the Employer and the Union are parties to the signed Memorandum of Agreement, dated November 16, 2020, covering the period from January 1, 2020 through December 31, 2021 (the "Memorandum of Agreement"); and

WHEREAS, Article 6 – Salary and Wages, of the Memorandum of Agreement addresses salary increases for employees represented by the Union; and

WHEREAS, Paragraph "e." of Article 6 – Salary and Wages, of the Memorandum of Agreement provides a base salary guide for Animal Control Officers (ACOs); and

WHEREAS, the Employer and the Union wish to amend Paragraph "e." of Article 6 – Salary and Wages, the Memorandum of Agreement with an expanded ten (10)-Step Salary Guide for Animal Control Officers (ACOs) covered under the successor agreement to a contract that expired on December 31, 2019; and

WHEREAS, Article 10 – Health Benefits, of the Memorandum of Agreement addresses dental and prescription benefits as well as contributions to health coverage for employees represented by the Union; and; and

WHEREAS, Paragraph "a." of Article 10 - Health Benefits, of the Memorandum of Agreement addresses the coverage of dental cleanings for eligible members; and

WHEREAS, the Employer and the Union wish to amend Paragraph "a." of Article 10 – Health Benefits, of the Memorandum of Agreement to provide clarify the Employer's coverage for each enrolled member covered under the successor agreement to a contract that expired on December 31, 2019.

MMT

NOW THEREFORE BE IT AGREED:

I. Paragraph "c." of Article 6 - Salaries and Wages, of the Memorandum of Agreement covering the period from January 1, 2020 through December 31, 2021, is hereby deleted in its entirety, and replaced with the following text:

a. Create a new Paragraph as follows:

i. Salary Step Guide for Animal Control Officers (ACOs), effective January 1, 2021 as follows:

Step 1	\$34,000.00
Step 2	\$35,250.00
Step 3	\$36,500.00
Step 4	\$37,750.00
Step 5	\$38,950.00
Step 6	\$40,150.00
Step 7	\$41,350.00
Step 8	\$42,550.00
Step 9	\$43,750.00
Step 10	\$44,950.00

ii. All current applicable employees will be placed on the guide at the next highest base salary above what the employees are making, in base salary, as of December 31, 2020. All movement from one (1) salary step to another going forward will be based on the step guide. In no circumstance shall the increase be less than the general increase set forth in Sections b. and c. above.

iii. For the year 2020, any employee who has reached Step 10 and has held that salary for twelve (12) consecutive months, will receive a one-time salary adjustment in the amount of \$1,500.00 for the year in question. Thereafter, any employee who has reached Step 10 will be eligible to receive the general wage increase.

II. Paragraph "a." of Article 10 - Health Benefits, of the Memorandum of Agreement covering the period from January 1, 2020 through December 31, 2021, is hereby deleted in its entirety, and replaced with the following text:

a. **DENTAL** - Effective -January 1, 2021, the County shall cover 100% of the cost for two (2) dental cleanings per benefit period (annually) at an in-network provider for each enrolled member for each year of the CBA starting in 2021.

III. All other terms and conditions of the Memorandum of Agreement covering the period from January 1, 2020 through December 31, 2021, shall remain in effect and unchanged.

IV. This Amendment shall take effect upon execution by the parties' authorized representative(s).

MAN

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their corporate seal shall be affixed and have hereunto set their hands and seals the date and year first above written.

THE COUNTY OF BERGEN

**UNITED SERVICE WORKERS UNION
(USWU), LOCAL 655**

James J. Tedesco, III County Executive or
Julien X. Neals, Esq., County Counsel/
Acting County Administrator

By: _____
Title: *Labor Relations Representative*
Date: *4/9/2021*

DATE: _____

By: *Kenneth H Russell*
Title: *President, USWU local 655*
Date: *4/9/2021*

By: _____
Title: _____
Date: _____

Exhibit B

- A. Public Safety Telecommunicators (PST) are now working under a "Pitman Schedule". A "Pitman Schedule" fixed shift schedule uses twelve (12) hour shifts to provide a twenty four (24) hour/seven (7) days a week coverage. It consists of a two (2) week cycle where each squad works two (2) consecutive shifts, followed by two (2) days off duty, work three (3) consecutive shifts, followed by two (2) days off duty. Some squads are assigned to day shifts while the other squads are assigned to the night shift. The PSTs now work a total of 2020 hours/year/forty (40) hours per week.
- B. Some PSTs may work a 5-2/5-3 schedule. Under this schedule, the PST will work five (5) days on, then have two (2) days off followed by working five (5) days, then have three (3) days off. These PSTs work a total of 1950 hours/year (thirty seven and one-half (37.5) hours per week).
- C. Officer in charge is the Communications Director of the Public Safety Operations Center. In his absence, the officer in charge shall become the supervising or senior PST during any particular shift.
- D. PST is defined as a person employed by the Employer that processes 9-1-1 calls, answers administrative calls, responds to telephone or other electronic requests for emergency assistance, including law enforcement, fire, medical or other emergency services and/or dispatches appropriate units to response sites and does related work as required. PSTs are within the chain of command of the Communications Director.
- E. All certified PSTs, in this bargaining unit, include Public Safety Telecommunicators and Senior Public Safety Telecommunicators and will be covered by the "Pitman Schedule", except as noted above.
- F. PSTs are recognized as forty (40) hours per week employees. The difference between the total annual currently working on the "5-2, 5-3" schedule (1950) and the total hours working on a forty (40) hour schedule (2080) will be paid at straight time, not overtime. The PSTs hourly rates will remain the same.
- G. (1) The overtime rate shall be computed by multiplying the employee's hourly rate (annual salary divided by 2080 hours) by one hundred fifty (150%) percent (time and one-half). Overtime shall be compensated for any hours worked in excess of the eighty (80) hours/ four (4) worked hours every pay period on the "Pitman Schedule". The PST has the option of taking this time as compensatory time off, except in instances when the entire pay period is composed of time off and if not violative of the provision of Article 12, Section B(2)(K) and the provisions of Section G(4) below.
- (2) Overtime shall also be paid to all PSTs working on the "Pitman Schedule" for work in excess of twelve (12) hours per day and for work on their scheduled day off unless the required seventy two (72) hours' notice of a change in assignment has been given.
- (3) There shall be no double shifts permitted under the "Pitman Schedule". A

maximum of four (4) hours overtime may be worked if it is prior to or immediately following (continuous and/or contiguous) a PST's shift. A PST must have a minimum of eight (8) hours off between shifts before returning to work.

(4) PST's current and future compensatory time will be accrued and utilized at the hourly rate it was accrued at, subject to the provisions of Article 12, Section B(2)(K) and further subject to a maximum accrual of seventy (70) hours.

H. All time accrued prior to the "Pitman Schedule" (July 21, 2011) coming into existence shall remain as days and based on eight (8) hours.

I. All accrued time on or after July 21, 2011, including Birthdays, personal days and bereavement laws referred to as "days" in this CBA will be converted to a twelve (12) hour day (i.e. if a PST received three (3) personal days off a year; these three (3) days will be converted to three (3) twelve (12) hour days off).

J. There shall be no change in the current monthly accrual of sick and vacation time (i.e. sick time will continue to accrue at ten (10) hours per month and vacation at either ten (10) or thirteen point thirty (13.30) hours per month depending on years of service).

K. The hours of duty for members of the PSTs working the "Pitman Schedule" shall consist of twelve (12) consecutive hours per day. The day shift will be from 0700-1900 hours, an overlapping shift will be from 0900-2100 and the night shift will be from 1900-0700 hours. Management reserves the right to unilaterally adjust the scheduled shift times as the operations of the Communication Center may require. In cases of exigency, the Officer-in-Charge, in the absence of the Communications Director, shall have the full authority to summon and keep on duty any and all such members during the period of the exigency. This will also apply to situations involving a shortage in manpower to issue proper staffing levels.

L. If a PST is scheduled for a training day (eight (8) hours) on their regularly scheduled work day which is less than twelve (12) hours, the PST will finish the remainder of his/her tour as assigned by management. If training is more than one (1) day within a pay period, management shall adjust the PST's schedule accordingly.

M. If the regularly scheduled day or tour of duty of a PST has been established in advance and is changed from that day (or tour of duty) by the Director of Communications or designee within seventy two (72) hours of the scheduled day or tour, then the employee shall receive overtime for the hours he or she is assigned to work at the time and one-half (1½). If the change in assignment is made prior to seventy two (72) hours of the start of the regularly scheduled day/tour/shift, the new schedule day/tour/shift will be handled as a regularly scheduled day of duty/tour/shift.

N. The PSTs are entitled to a thirty (30) minute meal period and three (3) fifteen (15) minute work breaks per twelve (12) hour shift. The meal periods and work breaks are coordinated with management on a daily basis.

O. PSTs working the "Pitman Schedule" shall not be entitled to a meal reimbursement.

P. All future accrued/current time (after July 21, 2011) to include vacation, sick time and holidays that are referred to as "days" in this CBA will be converted to "hours" (i.e. currently a PST received fifteen (15) vacation days per year; these fifteen (15) days will be converted to one hundred twenty (120) hours of vacation time off). The PSTs vacation, holiday and sick time will be converted to hours and used as is consistent with the CBA. Unscheduled absences, scheduled absences, jury duty, sick leave, injury leave, terminal leave and leave of absence shall remain as stated in the CBA and thus will continue to accrue at eight (8) hours per day.

Q. (1) Effective January 1, 2017, employees shall be entitled to the following shift differential:

(a) For the 0700-1900 shift, PSTs shall receive shift differential for the period of 1500-1900 hours at \$.90/hour;

(b) For the 0900-2100 shift, PSTs shall receive shift differential for the period of 1700-2100 hours at \$.90/hour; and,

(c) For the 1900-0700 shift, PSTs shall receive shift differential for the period of 1900-2400 hours at \$.90/hour and 2400-0700 hours at \$1.00/hour.

(2) For all hours that employees work between 2300 on Friday and 0700 on Monday, their shift differential for that period (hourly weekend shifts) shall be \$.70/hour, irrespective of Section Q(1) above.

(3) Employees reporting to work and not completing their shift during the period in Section Q(2) above will receive the shift differential for all applicable shift hours during the weekend period(s) above, provided that the employee(s) work(s) a minimum of one-half (1/2) of the shift hours they reported for.

R. (1) Each PST shall receive three (3) personal leave days, except as noted below and shall be converted as per Section I above.

(2) For PSTs employed on or after January 1, 2004, the PST must be employed for at least six (6) months by the County before becoming eligible for personal leave.

(3) PSTs hired after January 1, 2014 shall be entitled to one (1) personal leave day for the first (1st) year of employment after the employee completes six (6) months of service; two (2) personal leave days for the second (2nd) through fifth (5th) calendar year of employment; and, three (3) personal leave days after the fifth (5th) year of employment. If an employee is hired before July 1 of any year, the PST shall be entitled to two (2) personal leave days effective the January 1 following the PST's initial employment.

S. PSTs shall be eligible for bereavement leave. As to immediate family members, the four (4) consecutive working days shall be four (4) twelve (12) hour working days; as to other eligible family members, it shall be one (1) twelve (12) hour working day (day of funeral). The definition of eligible family members and immediate family members are defined in Article 13, Section F.

T. As for the holidays in Article 15, PSTs will not receive overtime payment for working the holiday in Article 15, Section A when they are assigned to work such days as a regularly

scheduled day. The Employee's Birthday shall be governed by Article 15, Section B and Section C(5).

U. Any issue not addressed herein but specifically applicable to a PST's employment with the County, such as but not limited to health benefits, shall be governed by the provisions of this CBA.

Busteed, Ellen

From: Busteed, Ellen
Sent: Monday, April 26, 2021 3:31 PM
To: Park, Dan; Alcantara, Melanie; Padilla, Maribel; Nehme, Coralie
Cc: Calderone, Elizabeth
Subject: 655 MOA Ammendment
Attachments: ACO AGREEMENT UNION SIGNED.pdf

Hello,
Please see attached for implementation.
Their placement on the guide as of 1/1/2021 is to be:

Cruz and Domingues – Step 4
Dunn and Morvey – Step 5
Riker – Step 6
Schmidt and Ramos – Step 8
Isdanavich – Step 9
Timmins – Step 10
Thank you,
Ellen

Ellen Busteed
Acting Personnel Director
County of Bergen
201-336-6379 (p)
201-336-6384 (f)

NOTICE: This email communication (including any attachments) from the County of Bergen may contain personal or confidential information which is protected from disclosure by the attorney-client privilege or other privilege or legal doctrine. If the reader of this communication is not the intended recipient, you are hereby notified that you have received this communication in error and that your review, dissemination, distribution, or copying of the communication is strictly prohibited.



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 254-21

Agenda: 4/21/2021

Administration & Finance

Meeting Date: 4/21/2021

Purpose: To Approve an Amendment to Memorandum of Agreement between the County of Bergen and United Service Workers Union (USWU), Local 655 Covering "Blue Collar" Employees

Prepared By: MB/FTM

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairman Tanelli, Vice Chairwoman Silna Zur, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., County Commissioner Ortiz, and County Commissioner Sullivan

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 254-21, passed by the BOARD OF COUNTY COMMISSIONERS on 4/21/2021.

Attest:

Lara Rodriguez



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 254-21

Agenda: 4/21/2021

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, the County of Bergen (“County”) and **United Service Workers Union (USWU) Local 655** (“Union”) governing the negotiable terms and conditions of employment of the “blue collar” employees represented by the Union, have agreed to an Amendment to the Memorandum of Agreement dated November 19, 2020 between the County and the Union; and

WHEREAS, the parties negotiated modified terms for an Amendment to the collective bargaining agreement for the period of January 1, 2020 to December 31, 2021 contained in the Amendment to the Memorandum of Agreement attached hereto; and

WHEREAS, representatives of the membership of Union have agreed to the terms of the attached Amendment to the Memorandum of Agreement; and

WHEREAS, the membership of the Union have ratified the terms of the attached Memorandum of Agreement; and

WHEREAS, Bergen County Executive, James J. Tedesco III, has agreed to the terms of the attached Amendment to the Memorandum of Agreement and executed same in accordance with N.J.S.A. 40:41A-36(i); and

WHEREAS, in accordance with N.J.S.A. 40:41A-36(i), Bergen County Executive, James J. Tedesco III, presents the terms of the attached Amendment to the Memorandum of Agreement to the Bergen County Board of County Commissioners for its review and consideration.

IT IS, THEREFORE, RESOLVED that the Bergen County Board of County Commissioners has reviewed and considered the terms of the attached Amendment to the Memorandum of Agreement and hereby ratifies the terms of the attached Amendment to the Memorandum of Agreement, in accordance with N.J.S.A. 40:41A-38(n), which terms will be incorporated into the modified collective bargaining agreement between the County of Bergen and the United Service Workers Union (USWU), Local 655 Covering “Blue Collar” Employees for the period of January 1, 2020 to December 31, 2021, and to be signed by the Bergen County Executive,

James J. Tedesco III, or his designee, in accordance with N.J.S.A. 40:41A-36(f).

MAN

Amendment to Memorandum of Agreement

By and Between

COUNTY OF BERGEN

And

UNITED SERVICE WORKERS UNION (USWU), LOCAL 655

Covering "blue collar" employees

January 1, 2020 - December 31, 2021

This Amendment to the Memorandum of Agreement dated November 19, 2020 is made this 9th day of April 2021, by and between:

The County of Bergen (hereinafter "the Employer"), a body politic and corporate having its principal place of business in One Bergen County Plaza, Hackensack, New Jersey 07601; and

The United Service Workers Union (USWU), Local 655 (hereinafter "the Union"), governing the negotiable terms and conditions of employment of the "blue collar" employees represented by the Union, for the period beginning January 1, 2020 through December 31, 2021.

WITNESSETH:

WHEREAS, the Employer and the Union are parties to the signed Memorandum of Agreement, dated November 16, 2020, covering the period from January 1, 2020 through December 31, 2021 (the "Memorandum of Agreement"); and

WHEREAS, Article 6 – Salary and Wages, of the Memorandum of Agreement addresses salary increases for employees represented by the Union; and

WHEREAS, Paragraph "c." of Article 6 – Salary and Wages, of the Memorandum of Agreement provides a base salary guide for Animal Control Officers (ACOs); and

WHEREAS, the Employer and the Union wish to amend Paragraph "c." of Article 6 – Salary and Wages, the Memorandum of Agreement with an expanded ten (10)-Step Salary Guide for Animal Control Officers (ACOs) covered under the successor agreement to a contract that expired on December 31, 2019; and

WHEREAS, Article 10 – Health Benefits, of the Memorandum of Agreement addresses dental and prescription benefits as well as contributions to health coverage for employees represented by the Union; and; and

WHEREAS, Paragraph "a." of Article 10 - Health Benefits, of the Memorandum of Agreement addresses the coverage of dental cleanings for eligible members; and

WHEREAS, the Employer and the Union wish to amend Paragraph "a." of Article 10 – Health Benefits, of the Memorandum of Agreement to provide clarify the Employer's coverage for each enrolled member covered under the successor agreement to a contract that expired on December 31, 2019.

MAM

NOW THEREFORE BE IT AGREED:

I. Paragraph "e." of Article 6 - Salaries and Wages, of the Memorandum of Agreement covering the period from January 1, 2020 through December 31, 2021, is hereby deleted in its entirety, and replaced with the following text:

a. Create a new Paragraph as follows:

i. Salary Step Guide for Animal Control Officers (ACOs), effective January 1, 2021 as follows:

Step 1	\$34,000.00
Step 2	\$35,250.00
Step 3	\$36,500.00
Step 4	\$37,750.00
Step 5	\$38,950.00
Step 6	\$40,150.00
Step 7	\$41,350.00
Step 8	\$42,550.00
Step 9	\$43,750.00
Step 10	\$44,950.00

ii. All current applicable employees will be placed on the guide at the next highest base salary above what the employees are making, in base salary, as of December 31, 2020. All movement from one (1) salary step to another going forward will be based on the step guide. In no circumstance shall the increase be less than the general increase set forth in Sections b. and c. above.

iii. For the year 2020, any employee who has reached Step 10 and has held that salary for twelve (12) consecutive months, will receive a one-time salary adjustment in the amount of \$1,500.00 for the year in question. Thereafter, any employee who has reached Step 10 will be eligible to receive the general wage increase.

II. Paragraph "a." of Article 10 – Health Benefits, of the Memorandum of Agreement covering the period from January 1, 2020 through December 31, 2021, is hereby deleted in its entirety, and replaced with the following text:

a. **DENTAL** - Effective -January 1, 2021, the County shall cover 100% of the cost for two (2) dental cleanings per benefit period (annually) at an in-network provider for each enrolled member for each year of the CBA starting in 2021.

III. All other terms and conditions of the Memorandum of Agreement covering the period from January 1, 2020 through December 31, 2021, shall remain in effect and unchanged.

IV. This Amendment shall take effect upon execution by the parties' authorized representative(s).

MAN

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their corporate seal shall be affixed and have hereunto set their hands and seals the date and year first above written.

THE COUNTY OF BERGEN

UNITED SERVICE WORKERS UNION (USWU), LOCAL 655

James J. Tedesco, III County Executive or
Julien X. Neals, Esq., County Counsel/
Acting County Administrator

By: _____
Title: Labor Relations Representative
Date: 4/9/2021

DATE: _____

By: Kenneth H Russell
Title: President, USWU Local 655
Date: 4/9/2021

By: _____
Title: _____
Date: _____



One Bergen Plaza, Room 396
Hackensack, NJ 07601
201 336 6274
uswuijat@co.bergen.nj.us

MEMORANDUM OF AGREEMENT

County of Bergen

-&-

USWU, Local 655

November 16, 2020 Memorandum of Agreement

All parties acknowledge these terms and conditions are subject to ratification. All parties agree to recommend these terms and conditions to their respective constituents for ratification. The terms contained herein modify the existing Agreement and any terms not mentioned shall remain status quo. This document represents settlement of the contained issues. All other issues are hereby withdrawn.

1. **Article 2 - Duration:** January 1, 2020 through December 31, 2021.
2. **Article 6 – Salaries and Wages:**
 - a. All wage increase shall apply to all employees except where noted otherwise (See ACO)
 - b. Effective January 1, 2020 (Retroactively) - 1% or \$500.00 (whichever is greater)
 - c. Effective January 1, 2021 - 1% or \$500.00 (whichever is greater)
 - d. Create a new §N as follows:

N. (1) Effective January 1, 2020, all Community Transportation employees/Bus Drivers shall make a starting base salary of Thirty-Five Thousand (\$35,000.00) Dollars, less all applicable deductions. Any forty (40) hour employees making less than Thirty-Five Thousand (\$35,000.00) Dollars base salary on December 31, 2019 shall have their paycheck changed to reflect a Thirty-Five Thousand (\$35,000.00) Dollars base salary, less all applicable deductions, for the full payroll periods going forward on or after January 1, 2020. (2) All Community Transportation employees/Bus Drivers will be eligible, on an annual basis commencing January 1, 2020, for an annual bonus with payment to be made within ninety (90) calendar days of the following year if they receive same. The bonus shall be One Thousand (\$1,000.00) Dollars less all applicable deductions and shall be based on both of the following criteria: no less than a ninety-five (95%) percent attendance record, excluding approved vacation leave. The bonus is to be awarded annually; the receipt of a bonus in one (1) year is not a guarantee as to the receipt of future bonuses. The bonus shall not be added to an employee's base salary and shall not be considered income for pension purposes. Any contractual pay increases shall not be added to the bonus amount above.

- e. Create a new §O as follows:

Creation of a Base Salary guide for Animal Control Officers (ACOs), effective January 1, 2021 as follows:

Starting Salary	\$34,000.00	\$34,000.00
Step 1	\$35,250.00	\$35,250.00
Step 2	\$36,500.00	\$36,500.00
Step 3	\$37,750.00	\$37,750.00
Step 4	\$38,950.00	\$38,950.00

Once an employee reaches Step 4 and holds that salary for twelve (12) consecutive months, the employee will receive an off the guide salary increase for the year in question which is the same received for other bargaining unit employees in the year in question.

All current applicable employees will be placed on the guide at the next highest base salary above what the employees are making, in base salary, as of December 31, 2020. All movement from one (1) salary step to another going forward will be based on a satisfactory annual performance evaluation of the employee(s) by their supervisors and the County Administrator or designee. If the employee receives a satisfactory annual review, he/she will be moved from one (1) step to the next on his/her anniversary date with the County. In no circumstance shall the increase be less than the general increase set forth in the wage proposal (2b, 2c) above.

- f. Incorporate the JDO agreement of 11/27/2019

3. Article 10 - Health Benefits

- a. **B. DENTAL** - Effective -January 1, 2021, the County will pay for two (2) dental cleanings for either the employee or one (1) eligible member of his/her family for each year of the CBA starting in 2021.
- b. **F. Contribution Freeze** - Continue the provisions of §F for the period of January 1, 2020 through December 31, 2021 inclusive.
- c. **SaveOnSp. Plan** (Effective for employees hired on or after 1/1/2021)
- i. Plan entitles a member who is taking or will be taking a specialty medicine on the non-essential health benefits specialty drug list created by the County, the County of Bergen will pass on to eligible members the savings provided by the manufacturer co-pay assistance program for specialty medications resulting in a Zero (\$0) co-pay for members that enroll. Enrollment is voluntary. However, if a member chooses not to enroll in the Plan but chooses to take a specialty medication, they will be responsible for the full One Thousand (\$1,000.00) Dollar co-pay.
- d. **Advanced Utilization Management.** (Effective for employees hired on or after 1/1/2021)
- i. Under this plan, every medication taken by an employee and/or his/her covered family member will be reviewed for its appropriateness as to the patient's condition, its ability to achieve meaningful clinical outcomes and has been prescribed and dispensed in the proper quantity. The Unlimited Option under this plan provides an all-inclusive pricing option in which the intended result is to provide the most effective drug utilization program for eligible members, while offer safeguards, for example, against opioid abuse.

4. Article 14 – Vacation

- a. For the year 2020, employee shall be allowed to carry over seven (7) days of vacation time in addition to their normal one (1) year carry over as prescribed in 14.B-3. The days shall be converted into the Flexible Vacation (FLAC) account to be used as per the provisions in Article 14 (Vacations). **This amount may be increased on a case-by-case basis for those working in 24/7 operations and were unable to take vacation due to staffing shortages.**

5. Article 15 – Holidays

- a. In addition to the current holidays, Juneteenth (June 19th) shall be celebrated in accordance with Article 15.

6. Article 24 – Layoffs

- a. During the life of this agreement the County agrees it shall not layoff, furlough or in any way diminish the earnings of its employees covered under this Agreement.

7. Funding Reimbursement Reopener Agreement

- a. In the event that the County of Bergen receives full funding reimbursement from the State and/or Federal Government in the form of a grant or fully forgivable loan, which represents at least eighty percent (80%) of its demonstrated loss of revenues resulting from the COVID-19 Pandemic for CY 2020 and CY 2021, the parties agree that for the wage increase and minimum increase set forth herein, the parties, upon notice from the Union, shall re-open for purpose of negotiating the wages and minimums for purposes of increasing the same based on such negotiations. Any State or federal funding provided through the CARES Act received prior to the date of this Agreement shall be counted or considered as part of the funding reimbursement referenced herein.

The parties agree that the County will demonstrate upon written report of the union, the economic losses suffered through requested documentation of State/Federal reports, together with representations made by the State and/or Federal Government as to the percentage of reinstatement of such funding due to the pandemic. The County may provide to the union an application submitted to the Local Finance Board that contains a statement of revenue losses, which shall serve as proof of any such losses.

All other provisions set forth in the parties' agreement shall not be impacted by such re-opener and all such provisions shall remain in full force and effect during the terms of the Agreement and until a Successor Agreement is reached.

This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval by the parties. All proposals, whether written or oral, presented by the County and the USWU Local 655 during the course of negotiations are deemed withdrawn and not part of this Memorandum of Agreement. All other terms and conditions of the Collective Negotiations Agreement shall remain the same. This Memorandum of Agreement cannot be modified except by a writing signed by the parties.

ATTEST: For the County of Bergen

By:



Julien X. Neals, Esq.,

Title:

County Counsel/Acting County Administrator

Date:

11/19/2020

ATTEST: For the USWU, Local 655

By:



Title:

Public Sector Coordinator

Date:

11/16/2020

By:




Title:

PRESIDENT LOCAL 655

Date:

11-19-2020

By:



Title:

Labor Representative

Date:

11/19/2020