

AGREEMENT
BETWEEN
THE COUNTY OF BERGEN
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
(PARKS SUPERVISORY UNIT)

for the term of

JANUARY 1, 2016 through DECEMBER 31, 2019

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PREAMBLE



THIS AGREEMENT is made this 27TH day of MARCH 2018 between the County of Bergen, hereinafter referred to as the "Employer" or "County" and the United Public Service Employees Union, hereinafter referred to as "Union", has as its purpose the promotion of harmonious relations between Bergen County and the Union and conditions of employment not governed by law or inherent Management rights.

ARTICLE 1 - RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the exclusive representative for all middle management supervisory employees employed by the Department of Parks, County of Bergen for purpose of collective negotiations. This bargaining unit shall not include all confidential, white collar, blue collar, Sheriff's, Prosecutor's, or Upper Management employees, Department/ Division Heads and any and all other employees not specifically included.

Section 2.

- a. Throughout this Agreement, United Public Service Employees Union shall be referred to as the "Union".
- b. The Parks Department's Supervisory Unit shall be referred to as the "Union".
- c. Whenever the word "employees" is used in this Agreement, it shall mean the employees in the bargaining unit.

Section 3.

Reference in this Agreement to the female gender shall include the male gender as well and vice versa.

ARTICLE 2 - UNION NOTIFICATION

Section 1.

The Union shall be notified at the Employer's earliest convenience, not to exceed ten (10) calendar days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. Changes which are the subject of mandatory negotiations will be negotiated with the Union before they are established or promulgated.

Section 2.

The Employer agrees to notify the Union of all newly hired employees represented by the Union. Notification shall be monthly and information shall include the name, full address, telephone number, shift, unit assessment, employment status, number of hours weekly, effective salary rate

and date of employment. Monthly notice will also state any change in status, termination/resignation, name change and leave of absence. Newly hired employees shall be advised by the Personnel Office that the Union is the exclusive bargaining agent for the Supervisory Unit and of the existence of an Agency Shop.

Section 3.

Time for negotiations will be mutually agreed upon by the Union and the Employer. Two (2) members of the Union's negotiation committee who are on duty or who are scheduled to work that day while attending negotiations shall receive their customary rate of pay, as well as a one-half (½) hour period prior thereto for consultation purposes without pay.

Section 4.

Any member who is required to attend a meeting such as a formalized grievance meeting or any other meeting called or agreed to by management shall receive their customary rate of pay.

ARTICLE 3 - LABOR MANAGEMENT MEETINGS

Labor Management meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the County may be arranged for by mutual agreement between the Union President and the Personnel Director or designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made as far in advance as possible including a proposed list of employee attendees and an agenda of the matters to be taken up at the meeting. Such shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda unless mutually agreed upon to the contrary. The members of the Union attending such conferences shall not lose time or pay for time so spent nor for up to one-half (½) hour spent in meeting together preceding such a conference. Minutes will be taken by the recording secretary of the Union or designee. Any agreements which arise from the meetings shall be written and signed by both parties at the time of the agreement.

ARTICLE 4 - EMPLOYEE RIGHTS

The Employer hereby agrees that every employee subject to this Agreement shall have the right to freely organize, join and support the Union and its affiliation for the purpose of engaging in collective negotiations.

The Employer shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the union and its affiliates or participation in any lawful activities of the Union, or its affiliates, collective negotiations with the County, institution of any grievance, complaint or proceeding under this Agreement. Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under New Jersey Civil Service Commission or other applicable laws and rules and regulations.

ARTICLE 5- MANAGEMENT RIGHTS

Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the County, the County Executive, or the Board of Chosen Freeholders of the County of Bergen, or prevent them from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon them by their personnel. Further, no management prerogative reserved solely to the discretion of the County by the terms of this Agreement shall be made the subject of grievance.

The Union agrees that among the activities, by NOT LIMITED TO THEM, over which the Management retains sole authority, are the following:

- a. The types of services provided by the County.
- b. The size and location of the County and the members of specific units therein.
- c. The means of providing services consistent with the requirements of law, quality standards of care, the practice of the staff and the welfare of the public.
- d. Implementation of any program or technological change, and the introduction of new or improved methods, programs or facilities, whether or not the same cause an enlargement or a reduction in the working force or department, function or division.
- e. The safety of the public and employees and the protection of property.
- f. The size of the work force.
- g. Determination of charges for services and other relationships between the Public and the Administration of the County.
- h. Suspension or elimination, and/or addition, reorganization, or expansion of services, with any consequent reduction or other change in the work force.
- i. Selection of qualified employees for hire, scheduling, promotion, demotion, lay-off, transfer, discipline and discharge for proper cause, except that such action shall be based on proper cause and shall be consistent with the Rules and Regulations of the New Jersey Civil Service Commission.
- j. Maintenance of facilities or services, including performance standards required by license accreditation or the County's standards, where applicable.
- k. The appointment and conduct of such technical, operational or professional advisory personnel and committees as are required for the information of the County Executive and its administration, or to meet the requirements of licensure, accreditation or other obligations.
- l. The right to promulgate and enforce reasonable rules and regulations provided that

such rules and regulations do not contravene other provisions of this Agreement. It is agreed that when the County, in its exercise of any management right, makes new rules or modifies existing rules governing working conditions, such action is negotiable and subject to the Grievance Procedure.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and the employees shall not engage in any slow down, work stoppage, strike or other similar type of concerted action/activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the relationship shall be covered by the procedure contained in this Agreement.

In the event of an unauthorized slow down, work stoppage, strike or other similar type of concerted action by the employees, the Union will use its best efforts to persuade the employees to return to work.

The Employer agrees that it will not lock out the Union or employees during the terms of this Agreement.

ARTICLE 7 - PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct dues from the earnings of each employee who is a member of the Union. Each employee must submit proper authorization in writing for membership and dues deduction.

Every payroll, dues will be deducted and forwarded to the Union's office with a list of employees from whom dues have been deducted, base salaries and/or payroll run. An accounting of these monies shall be kept and monthly totals sent to the Treasurer of the Union. An authorization shall remain in effect unless:

- a. Terminated by an employee in written notice to the Employer.
- b. The employee terminates employment and is removed from the payroll.

Dues deduction shall halt as of January 1 or July 1, whichever date comes first, after written notice of withdrawal is filed.

The deduction and forwarding of dues will commence no later than thirty (30) days after the authorization card is received.

ARTICLE 8 - AGENCY SHOP

Section 1.

Thirty (30) days after the effective date of this Agreement, a representation fee of eighty-five (85%) percent of the total Union dues will be withheld from the paychecks of those employees covered by the Agreement who have not authorized membership in writing within thirty (30)

days after the commencement of employment. The eighty-five (85%) percent representation fee will be withheld by the Employer in equal installments from each paycheck and remitted to the Union as provided in Article 7. An annual list of employees and the amount of their respective dues deduction for either full membership or agency fee will be forwarded to the Union and to the Union Treasurer.

Section 2.

The purpose of the representation fee is to offset the cost of services rendered by the Union as the majority representative of the Bargaining Unit on a pro-rated basis. At least thirty (30) days prior to the beginning of each year covered by the Agreement, the Union will give to the Employer written notice of regular Union dues charged by the Union to its members for that year. The representation fee deducted by the Employer will be eighty-five (85%) percent of that amount.

The Union represents to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed on the Union pursuant to P.L. 1979, c. 477. The Employer's obligation pursuant to this Section is contingent upon the Union's continued compliance with the aforesaid law.

Section 3.

The Union will defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer pursuant to Article 7.

ARTICLE 9 - SENIORITY

Recognition for seniority will be based on:

Section 1. Definition

- a. Bargaining unit seniority is defined as the length of time the employee has been continuously employed by the Employer in a position covered by this Agreement.
- b. Total seniority is defined as the length of time the employee has been continuously employed by the Employer.
- c. Departmental seniority is the length of time in a Department, i.e. the Department of Parks.

Section 2. Application

- a. Bargaining Unit seniority shall apply when granting accrued benefit time off and when promotional rights are asserted subject to the rules and regulatory standards of the New Jersey Civil Service Commission. Total seniority shall apply in all other circumstances where length of service is a factor pursuant to this Agreement.
- b. Vacation time off shall be governed by the length of time in a classification within the

same Department.

Section 3.

Accrual and Acquisition – An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension but all prior seniority shall be retained unless otherwise set forth in this Agreement.

Section 4.

Loss of Seniority – An employee's seniority shall be lost when the employee:

- a. Terminates voluntarily.
- b. Is discharged for proper cause.
- c. Overstays a leave of absence.
- d. Fails to apply for re-employment within the statutory period after separation from military service.

Section 5.

Lists – Twice annually, a seniority list of all those employed as of January 1 shall be furnished by the Employer to the Union President with the first one produced no later than January 15. The list shall include name, date of hire, date of title, salary, unit, shift, full or part time status and New Jersey Civil Service Commission status.

Section 6.

The provisions of the New Jersey Civil Service Commission rules and regulations concerning layoffs/recalls are incorporated herein by reference and made a part of this Agreement. In the event of layoffs, the parties agree to meet to discuss the wage rates of the effected employees.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or the interpretation, application, performance or any alleged breach thereof or any claim to rights accrued during the term of this Agreement and shall be processed and disposed of in the following manner:

Grievances are to be filed within ten (10) calendar days of the occurrence or reasonable knowledge thereof. Any grievance not submitted within the aforementioned time period will be deemed conclusively waived. Grievances concerning the employee's paycheck may be brought

up within one (1) year of the issuance of the paycheck by the Employer. Such corrections shall be accompanied by a written explanation of the correction. Any grievance not submitted within the aforementioned time period will be deemed conclusively waived.

Section 2.

Steps in the Grievance Procedure

Step 1. - Immediate Supervisor

Employees shall discuss the grievance with his/her immediate supervisor. If the employee or the Union is not satisfied with the result of the discussion, the employee or the Union shall file a written notice of the grievance with the Department Head. If for any reason the employee or the Union does not wish to discuss the grievance matter with the employee's immediate supervisor, the Employee or the Union may begin the procedure with a written notice to the Department Head.

Step 2. - Department Head

If the grievance is not resolved at Step 1, it shall be reduced to writing within seven (7) calendar days after Step 1. Within five (5) calendar days of receipt of the Grievance Notice, a meeting will be held at a mutually convenient time and place among the Department Head, the employee and a representative of the Union. Within seven (7) calendar days thereafter, the Department Head shall deliver his/her written decision to the employee, the Union and the representative handling the grievance. If the employee or the Union is not satisfied with the decision within ten (10) calendar days of the receipt of the decision by the employee and the Union, an appeal shall be filed with the Personnel Officer and the parties shall proceed to Step 3.

Step 3. - Personnel Officer

Within ten (10) calendar days of the receipt of the grievance by the Personnel Officer, a hearing will be held at a mutually convenient time and place among the Personnel Officer, the employee, the Employer and the Union. The Personnel Officer shall render his/her decision in writing within fourteen (14) calendar days of the hearing and shall serve notice of his/her decision upon the attending parties.

Step 4. - Arbitration

If the decision is unsatisfactory and no settlement is reached at Step 3 between the Union and the Employer, then within ten (10) calendar days after the Union receives the written decision of the Personnel Officer, the Union, not any individual employee, may notify the Personnel Officer in writing of its desire to arbitrate. If no such notice is served within (10) calendar days of the receipt of the written decision, arbitration will be barred. The arbitrator shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 3. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties.

Section 3.

General Provisions

- a. The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add to or subtract from the Agreement.
- b. To the extent necessary, the Grievance Committee Members, limited to the employee representing the grievant, will be permitted to investigate the alleged grievance during working hours without loss in pay, such hours not to exceed a total of two (2). The grievant and the representative will conduct their meeting so that it does not interfere with services.
- c. Written notification shall be provided to the Union and the grievant of the grievance hearings or meetings throughout the settlement of the grievance.
- d. Up to two (2) grievants in a Class Action and their Union representatives shall be released from duty and allowed hearing time without loss of pay. The hearings must occur between 8:00 AM and 5:00 PM, Monday to Friday, when those involved are to have been on duty.
- e. Grievances affecting two (2) or more members of the Bargaining Unit shall be considered Class Action Grievances. Class Action grievants may be represented by the Union President and/or the Grievance Chairperson. Such grievances may be initiated at Step 3.
- f. No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. For the purpose of this Agreement, working days shall be deemed exclusive of Saturdays, Sundays and holidays. Limitations of time may be waived by written mutual consent. By mutual consent of the Union and the Employer's Personnel Officer, a grievance may be initiated at or removed to any Step in the Grievance Procedure.
- g. If either party cancels a scheduled arbitration hearing, the party that canceled shall bear the full cost of any cancellation fees. Otherwise, the costs of the arbitrators shall be borne equally by both parties who shall be fully responsible for their respective costs/fees.
- h. When an employee has processed a grievance through the procedure described in Section 2, he/she may, if his/her grievance has not been settled to satisfaction upon completing Step 3, elect to seek a remedy in accordance with the procedures provided by the New Jersey Civil Service Commission in lieu of the Arbitration Process described in Step 4 of the Grievance Procedure, but the party shall be bound by such election and the law.
- i. 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 prior to the employee's resignation or retirement.

ARTICLE 11 - WORKING TEST PERIOD

Section 1.

All newly hired employees shall be covered by the provisions of Title 11A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code governing Working Test Period. The employee's sole recourse as to actions taken regarding his/her Working Test Period shall be as per said provisions cited above. The employee shall have no grievable rights during this period. Upon successful completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work. Where expressly stated in this Agreement, the employee shall have retroactive credit for benefits set forth in this Agreement.

Section 2.

The Working Test Period is three (3) months, which is not to be extended for any employees in the bargaining unit.

Section 3.

New Jersey Civil Service Commission testing for Permanent (Regular) Appointment – The parties will make every effort to have the New Jersey Civil Service Commission examination procedures or execute permanent appointment at the earliest opportunity during each employee's service to the County.

ARTICLE 12 - WORK SCHEDULES, HOURS OF WORK, OVERTIME, COMPENSATORY TIME OFF

Section 1. The Work Week

The regular work week shall consist of five (5) consecutive eight (8) hour days. This Section does not apply to continuous operations' employees as defined in Section 5 below.

Section 2. Regular Hours

The regular hours of work each day shall be consecutive except for interruptions for meal periods and rest periods and shall be continued as is the general practice.

Section 3. Work Shift

Eight (8) consecutive hours of work shall constitute a regular work shift. All full time employees shall be scheduled on such regular work shift and each work shift shall have a regular starting and ending time. The general work schedules in effect at the signing of the Agreement shall remain in effect except in emergency situations or by mutual agreement between the employee and the Employer.

Section 4. Work Schedules

The Employer will post a schedule of each employee's shift (days and hours) for four (4) weeks

in advance of the start of each work week. This schedule will remain in effect until it is superseded by a new schedule or changed by agreement as defined in Section 3 herein above.

Section 5. Continuous Operations

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 equitably among the employees in the Department.

Section 6. Rest Periods

- a. All employees' work schedules shall provide for a fifteen (15) minutes rest period during each four (4) hour period. The rest period shall, whenever practical, be scheduled near the middle of each four (4) hour period.
- b. Employees who work beyond their regular ending time into a new shift shall receive a fifteen (15) minute paid rest period as provided for in Section 6a.

Section 7. Meal Period

All shift employees covered by this Agreement shall have unpaid meal period of one-half (1/2) hour. Employees shall be permitted to leave their work area during meal periods.

Section 8. Shift Assignments

- a. Except in emergencies, there will be no rotating of continuous shift assignments ("rotating" shall mean the reassigning of an employee from one complete shift to a different complete shift within the continuous operation).
- b. Changes in regular shift assignments on a voluntary basis will first be made by order of seniority and volunteers will receive preference before new hires. The County will endeavor to avoid involuntary changes in regular shift with new hires, then involuntary changes in regular shift assignments will be made by inverse seniority and shall be temporary until a new hire may be employed.
- c. When the hours of work are increased or decreased due to introduction of daylight savings time or a return to standard time, employees affected by the change will be paid for the hours which they actually work.

Section 9. Call Back

- a. Any employee called back to the County for emergency duty in addition to or outside of the regular scheduled shift shall be paid for a minimum of four (4) hours at a time and one half (1 ½) rate after a forty (40) hour/work week, so long as it is not contiguous to the employee's shift.
- b. No employee shall be sent home during his regular scheduled shift for the purpose of

recalling him to work on a later shift.

Section 10. Overtime

- a. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all time in excess of forty (40) hours actually worked in any work week. Sick leave shall not count as hours worked for overtime purposes.
- b. Overtime work shall be voluntary, except in case of emergency. Voluntary overtime shall first be offered to bargaining unit members. Voluntary overtime shall be offered in order of seniority. An initial list shall be posted by the department head with the employee's names arranged according to seniority in each title. Involuntary overtime (in cases of emergency) shall be assigned by inverse order of seniority. Voluntary and/or involuntary overtime shall be rotated in an equitable manner.
- c. All overtime worked shall be paid for as promptly as possible and no later than four (4) weeks after it is worked.

Section 11. Out-of-Title Work

In the event that an employee is assigned duties which are the duties of a higher paying classification for a period of five (5) consecutive days or longer, the employee shall be entitled to compensation, retroactive to the first (1st) hour so worked, at the minimum rate provided for the higher paying salary range or five (5%) percent, whichever is greater. The County shall not rotate employees for a period of less than five (5) days performing duties of a title in a higher paying classification in order to avoid payment of the higher rate. The parties agree that a permanent employee must be formally assigned, in writing, by a Department Head to perform duties of a higher title.

Section 12. Blizzard Conditions

Under blizzard conditions, as declared by the County Executive or his designee, any employee who works shall be paid double (2x) time the employee's regular hourly rate of pay.

Section 13. Travel and County Vehicles

- a. All employees using a County owned vehicle must adhere to the County Vehicle Policy, which shall be attached to this collective bargaining agreement in addition to the current addendums.
- b. Travel Time:
 - (1) Employees attending conferences/seminars/meetings outside the workplace, and 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.

- (2) If the employee, with prior authorization from the Department Head, opts to use an alternative method of transportation (their own vehicle, public transportation, etc.), they shall be compensated for all reasonable time excluding the time 'to and from' their home and regular workplace.

Section 14. Cellphones

Effective July 1, 2018, the County shall provide a cellphone for all Supervisors required to be on-call. These employees receiving such County cellphone shall be required to only use the County cellphone to conduct County business. It is the responsibility for Supervisors to answer said cellphone 24/7 and to respond to all work calls.

ARTICLE 13 - SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect.

ARTICLE 14 - EQUAL EMPLOYMENT

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, sexual preference, ancestry, religion, marital status or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE 15 - PART TIME AND PER DIEM EMPLOYEES

Section 1. Part Time Employees

- a. A part time employee is one who is employed to work at least twenty (20) but less than forty (40) hours per week. Effective January 1, 2018, the minimum hours shall be changed to thirty (30) hours; i.e., work at least thirty (30) hours a week to be part time.
- b. All benefits for part-time personnel shall be pro-rated based upon hours of work.
- c. Effective January 1, 2009, all new members of the bargaining unit who are part time shall not receive health benefits. Effective January 1, 2018, the number of hours is changed to thirty (30) hours per week for all applicable employees as to health benefits as defined by §1(a) above.

Section 2. Per Diem Employees

- a. A per diem employee is one who is employed for less than twenty (20) hours per week. Effective January 1, 2018, a per diem employee is one who is employed for less than thirty (30) hours per week.
- b. Per diem employees will not be entitled to any economic/health benefits.

ARTICLE 16 - NEWLY CREATED POSITIONS, TRANSFERS AND PROMOTIONS

Section 1.

All promotions, transfers and newly created positions shall be subject to the pertinent New Jersey Civil Service Commission rules and regulations.

Section 2.

If, in the opinion of the Employer, an open position demands additional qualifications other than those set by the New Jersey Civil Service Commission, the Employer agrees to contact the Union's Executive Committee about the additional criteria for comment but not for negotiation prior to submitting same to the New Jersey Civil Service Commission.

Section 3.

- a. Requests from staff members regarding transfer to another posted vacancy, newly created position, or promotion must be submitted to the Personnel Director in writing with a copy to the applicant's Department Head. The Personnel Director will acknowledge receipt of the request in writing within three (3) working days from receipt.
- b. All postings shall include title, unit, shift, full or part-time status and salary range. A copy of the posting will be sent to the Union President as near as possible to the same date printed on the posting.

The posting shall continue for a period of ten (10) working days at which time the posting for the position will be removed. No position may be filled until it has been posted for the full ten (10) days, except in emergent situations.

Where New Jersey Civil Service Commission law does not pertain, first consideration shall be given to existing staff for promotional vacancies, or newly created positions subject to those standards or qualifications established.

The standards or qualifications shall not be established in an arbitrary or capricious manner.

- c. Within twenty (20) working days after each posting of a position, all applicants shall be notified of the decision made by the Personnel Office or the Director of the affected area.

Applicants not selected may arrange a meeting with their Director to discuss the reason for their non-selection. If the Employer continues to keep the authorized position available, the posting procedures shall be reinstated so long as all prior applicants have been notified as stated above.

- d. Requests from staff members regarding transfers to a position outside of the Department must be submitted to the Personnel Director in writing with a copy to the Department Head and immediate supervisor of the employee's present position.

- e. Working days in this Article shall be defined as Monday through Friday, excluding holidays, whether the employee works the days or not.

ARTICLE 17 - LEAVE OF ABSENCE

Section 1. Leaves Without Pay

- a. Eligibility requirements: A permanent employee shall be eligible for leaves of absence without pay after six (6) months of service. Said unpaid leave shall be for no more than three (3) months and the denial of such shall not be grievable.
- b. Application
 - 1. Any request for a leave of absence shall be submitted in advance, in writing, by the employee to his immediate supervisor. The request shall indicate the starting date of the leave of absence, the length of time being requested, and the reason therefore.
 - 2. Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor in writing, if feasible.
 - 3. Any request for a leave of absence shall be answered promptly.
 - 4. To the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved.
 - 5. Any employee on an unpaid leave of absence shall not accrue sick, vacation or holiday leave during such period.

c. Education Leave

After completing three (3) years of service, any permanent employee, upon request, shall be granted a leave of absence without pay for education purposes. The total period of this leave of absence shall not exceed one (1) year. The leave of absence for such educational purposes shall not be granted more than once in every six (6) year period.

Section 2. Leaves With Pay

a. Jury Duty leave

An employee shall be granted leaves of absence with pay when the employee is required to report for Jury Duty. Fees received by the employee as a juror, other than meal and travel allowances, shall be paid over by the employee to the County and the County shall furnish to the employee a receipt for such money.

b. Sick Leave

Sick leave shall be granted for:

1. Absence from duty because of personal illness, injury or accidental disability by reason of which the employee is unable to perform his/her usual duties.
2. Exposure to contagious disease which results in quarantine by the health authorities.
3. Serious illness to a member of the employees family or household (as defined in Funeral Leave) requiring the employee's attention and care. Leave under this subparagraph shall be limited to three (3) working days. If more than three (3) working days is required under this subparagraph, the employee may request additional sick leave, the granting of which request shall be solely at the discretion of the County.
4. In the case of an extended illness, the employee may use accrued compensatory time off or vacation leave.
5. Up to three (3) hours for an employee to visit a doctor or dentist.

If an employee is unable to report to work due to illness or for any reason, the employee shall notify the Department Head in advance of the employee's scheduled report in time, but no later than thirty (30) minutes prior to the employee's shift commencing.

For any sick leave of five (5) days or more, evidence substantiating the illness shall be submitted by the employee to the County. In any sick leave of five (5) days or more, the employee shall submit a doctor's certificate which attests to the fact that the employee or an eligible family member is under the doctor's care and that the employee was unable to work during said period. The County retains the right as to sick leaves of under five (5) days to conduct an inquiry into the sick leave request and an examination by a doctor selected by the County.

Unused sick leave shall accumulate without limit during the employee's employment with the County.

Employees shall earn sick leave at the rate of eight (8) hours for each full month of service during the months of the first calendar year of employment and fifteen (15) working days (1 ¼ days per month) for each calendar year thereafter. If an employee commences work prior to the fifteenth (15th) of the month, sick leave shall be earned for that month. Part time employees shall earn sick leave on a proportional basis.

Effective 2004, 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;
- b. The employee may sell back up to five (5) days per year.
- c. The employee must notify the County of his/her willingness to sell back days and the amount of sell back as of November 15th of each year.
- d. The rate at which the day will be paid will be 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 in February of the next calendar year.
 - f. These provisions shall not apply to any bargaining unit employees hired on or after January 1, 2014.
- c. Service Injury Leave

An employee shall be entitled to service injury leave if the employee is unable to attend the employee's usual duties due to an injury or illness which occurred while the employee was performing duties for the County and which is compensable under the Worker's Compensation Statute or any policy of Worker's Compensation Insurance application to the said employee.

After all service injury leave has been exhausted, the employee may elect to use any accumulated sick leave, vacation, or compensatory time off to which the employee is entitled. The granting of any additional service injury leave shall be solely within the discretion of the Department Head.

Payment for Service Injury Leave-Employees who have completed three (3) months of service with the County and who have sustained a service injury will be compensated by the County on a bi-weekly basis at the employee's regular base rate of pay for the period of the employee's service injury leave, but not to exceed thirty (30) working days for each new and separate injury.

After thirty (30) days, the injury matter shall be referred to the Worker's Compensation carrier and the Employer shall be absolved from any direct payment through the payroll process.

If eligibility for such payment is contested by the County, same will be based upon the decision of the New Jersey Division of Worker's Compensation Act.

Contested Injuries: Charges may be made against sick leave accrual, if any, in any case where the County is contesting the employee's eligibility for service injury leave. In the event that the Worker's Compensation Division determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance.

During any service injury leave, if requested by the County, the employee shall submit a note from his or her treating physician setting forth the nature and extent of the injury sustained by the employee once every fourteen (14) days or forfeit further payment.

d. Bereavement

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

the time of demise. One of the days must be either the day of death or day of funeral, as chosen by the employee.

In the event a death in the family of any employee occurs while an employee is on vacation, the employee is eligible for the funeral leave benefit provided herein, but the employee's vacation shall not be extended without the County's approval. Effective January 1, 2005, the death of an aunt, uncle and domiciled partner shall entitle the employee to the day of the funeral off. Domiciled partner shall be defined as the designated beneficiary on the employee's insurance plan under PERS.

e. Family Leave

Employees who are eligible for a "Family Leave" under the New Jersey Family Leave Act shall be entitled to leave consistent with and in accordance with all terms, conditions, rights, and obligations contained in the Family Leave Act, as it is currently constituted or may be amended, from time to time.

f. Military Duty Leave

If the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey, the employee shall receive a leave of absence without pay in accordance with New Jersey Civil Service Commission regulations. Upon request, proof of active military duty shall be presented to the County.

g. Military Leave

An 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 shall be granted a leave of absence with pay to take part in such training for a period of up to (2) weeks.

The employee shall supply a certified copy of orders for military training to the County prior to the granting of such leave. Any pay received by the employee from the Government for the employee's participation in such training shall be retained by the employee.

h. Personal Day

(1) Employees who have completed six (6) months of full time employment with the County shall be entitled to three (3) personal leave days each year, non-cumulative, to be used at the discretion of the employee with departmental approval, which approval shall not be unreasonable withheld. Arrangements for such leave must be made the employee at least one (1) week in advance, except in case of emergency. Personal leave shall be granted with full pay and may be taken in half-day (½) periods.

(2) Employees hired after January 1, 2014 shall be entitled to personal leave as follows:

(a) One (1) day for first (1st) calendar year of employment after the employee completes six (6) months of service;

(b) Two (2) days for the period of the second (2nd) calendar year through the fifth (5th)

calendar year of employment; and,

(c) Three (3) days after the fifth (5th) calendar year of employment.

(d) If an employee is hired before July 1st of any year, he/she shall be entitled to the two (2) personal days effective January 1st following his/her initial employment.

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

i. New Jersey Civil Service Commission Examination Leave

Employees shall be allowed time off with pay as needed to take applicable open competitive and promotional examinations held by the New Jersey Civil Service Commission. Such time off must be requested in advance in writing and requests for such leave shall not be abused.

j. Court Appearance Leave

An employee shall be paid for job-related court appearances. The employee shall present the subpoena to his immediate supervisor or department head upon receipt.

ARTICLE 18 - SALARY

No employee shall receive a salary increase before the first (1st) anniversary of his /her date of hire. On the first (1st) anniversary of his/her date of hire, he/she shall receive a salary of the same amount or percentage (as the case may be) as received by the unit at large the preceding January 1st or July 1st if hired after July 1st. After new employees have received their first (1st) salary increase on the first (1st) anniversary of their date of hire, they shall receive an increase in accordance with the above pay schedule.

Retroactive to January 1, 2016, there shall be a two (2.00%) percent across the board increase applied to all employees' base wages, for those employees on the payroll as set forth below.

Retroactive to January 1, 2017, there shall be a one point ninety-five (1.95%) percent across the board increase applied to all employees' base wages for those employees on the payroll as set forth below.

Retroactive to January 1, 2018, there shall be a one point ninety-five (1.95%) percent across the board increase applied to all employees' base wages for those employees on the payroll as set forth below.

Effective January 1, 2019, there shall be a one point ninety (1.90%) percent across the board increase applied to all employees' base wages.

All salary increases to base wages are exclusive of longevity payment. Newly promoted employees shall not receive salary increases different from existing County policies.

Any employee actively on the payroll as of January 1, 2018 (not on leave) shall be eligible for the retroactive increase in 2016 and/or 2017 and/or 2018. In addition, if a bargaining unit member retired and/or died between January 1, 2016 and December 31, 2017, the bargaining unit member or his/her estate shall receive the pro-rata share of the applicable retroactive increase(s).

Section 2. Pay Checks

Paychecks shall be issued bi-weekly, on alternate Fridays, and shall be distributed in each Department by the Department Head or designee in accordance with the Employer's general practice.

Section 3. Promotions/Demotions

Upon promotion, each employee shall receive a salary increase at least equal to the minimum salary rate for the higher title or five (5%) percent above the employee's present salary, whichever figure is greater. Any employee promoted on or after January 1, 2004 shall receive a seven (7%) percent increase over their existing base salary. Any employee demoted from a promotional opportunity obtained on or after January 1, 2004 shall receive a six (6%) percent decrease in their base salary. Any employee demoted on or after January 1, 2004 from any promotional position obtained prior to January 1, 2004 shall receive a reduction in pay based as follows:

1. The dollar increases attached to the promotion increase by the percentage (%) raise per year received between the promotion and the demotion, which shall be the amount of the base salary to be reduced; or,
2. Six (6%) percent decrease in the employee's existing base salary prior to demotion, whichever is greater.

ARTICLE 19 – HOLIDAYS

1. The County agrees to furnish the following holidays with pay to all employees covered by this Agreement:

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

2. Whenever any holiday falls on a Sunday, it shall be observed on the succeeding Monday; if it falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a day which is a paid absence for an employee, the employee shall receive full credit for that day.
3. Employees regularly scheduled to work twenty (20) hours or greater but less than forty (40) hours per week shall receive holiday benefits on a prorated basis. Effective January 1, 2018,

the minimum hours for eligibility shall change to thirty (30) hours.

4. To be eligible for a holiday benefit, the employee must have worked on his/her last scheduled work day before the holiday and on his/her first scheduled work day after the holiday, except when an employee is absent on a previously approved absence with payment.
5. As required by the County, an employee who calls in sick on his/her last scheduled work day immediately preceding or following a holiday shall submit a doctor's note to the Payroll Office within five (5) working days of the holiday. If a Doctor's note is not submitted, the employee will forfeit the sick day and the holiday except if the employee has worked the actual holiday; then the holiday shall be paid.
6. Holiday time off shall be rotated equally within each department throughout the bargaining unit.
7. The day of the holiday will be the actual holiday, unless the employee works a Monday through Friday schedule.
8. Effective January 1, 2004, add Employee's Birthday to this Article, except that the employee shall not be eligible for holiday pay if working his/her birthday nor paid if they should be called into work that day. 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. If the employee's birthday falls on the employee's day off, he/she shall receive the day before off. Employees whose birthday falls during their vacation shall receive the day off following the vacation period. Otherwise, the employee's birthday will be celebrated on the actual day in question, unless more than five (5%) percent of the employees' division have the same birthday, then the employee(s) will take their birthday off during the week in which the birthday occurs. If any employee's birthday has already occurred prior to the signing of the Agreement, the employee(s) shall take the day within thirty (30) calendar days of the date of the signing of this Agreement. Birthday celebrations for Monday and Friday must be taken on that Monday or Friday unless the employee is not scheduled to be working on that day, then the very next work day shall apply.
9. If a scheduled holiday falls on an employee's normally scheduled day off, he/she shall be afforded another paid day off in lieu of the scheduled holiday. This time shall be reflected in the CTO bank, unless the employee chooses to be paid, to be taken in accordance with the procedures outlined for requesting CTO time off.

ARTICLE 20 - VACATIONS

1. A. All full-time employees hired on or before January 1, 2014 shall be entitled to the following consecutive vacation periods:
 - (1) One (1) day per month in the first (1st) year provided the initial date of hire is on or before the fourth (4th) day of the month. Three (3) days shall be added after year 1.
 - (2) From the beginning of the second (2nd) year and including the fifth (5th) year, one and one-quarter (1¼) days/month (15 days per year).

- (3) From the beginning of the sixth (6th) year and thereafter, one and two-thirds (1 2/3) days per month (20 days per year).
- B. For all employees hired after January 1, 2014, they shall be entitled to the following vacation leave:
 - (1) One (1) day per month in the first (1st) year provided the initial date of hire is on or before the fourth (4th) day of the month. Three (3) days shall be added after year 1.
 - (2) From the beginning of the second (2nd) year and including the tenth (10th) year, one and one-quarter (1¼) days/month (15 days per year).
 - (3) From the beginning of the eleventh (11th) year and thereafter, one and two-thirds (1 2/3) days per month (20 days per year).
2. Part-time employees shall receive vacation leave in an amount proportional to the vacation leave received by a full-time employee.
3. When feasible, vacation shall be granted for the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time the employee with the greatest seniority shall be given his/her choice of vacation.
4. Vacation leave may be accumulated for one (1) year, but only with written County approval in advance by the County Administrator or designee and for business necessity only. If carryover is granted, such carryover shall only occur through March 31st of the following year (i.e. carryover from 2018 must be used by March 31, 2019) or the carryover days will be forfeited on April 1st.
5. If a holiday occurs during any paid vacation period, the employee shall receive credit for that holiday.
6. Any employee who is laid off, discharged, retired or separated from the service for any reason prior to his/her taking vacation leave shall be paid for any unused vacation leave he/she has accumulated. This Section shall not apply to employees hired on or after January 1, 2009 and existing employees may only be paid up to one (1) year of unused vacation leave.
7. In the case of the death of an employee, accumulated vacation leave shall be paid to the employee's estate.
8. Employees on an approved paid leave will continue to accrue vacation according to length of service and regular work schedules.
9. The Department Head will post a vacation preference schedule sheet on January 1 of each year. The employees will have until April 15th to choose their vacation. Seniority will govern this time period. Vacations will be approved by Management. The approved vacation schedule will be posted by May 1.

ARTICLE 21 - MEDICAL, HEALTH, DENTAL AND VISION BENEFITS

Section 1. Health Insurance

- a. Employees shall receive fully paid health insurance, including Major Medical, which is equal to or better than the New Jersey State Health Benefit Plan for themselves and their eligible dependents. In the event said coverage does not cover expenses previously covered by the prior plan, all applicable expenses shall be paid by the County. This benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work twenty (20) hours per week or more and it shall become effective after three (3) months of County employment. Effective January 1, 2018, the number of hours shall be increased to thirty (30) hours. This applies to current and future bargaining unit members.

Employees working less than twenty (20) hours per week shall not be entitled to such benefit. Effective January 1, 2018, the number of hours shall be increased to thirty (30) hours. This applies to current and future bargaining unit members.

- b. The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided that the employee has twenty-five (25) years or more of public service and is retired from the Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the employee. For all employees who are hired after January 1, 2014 and subsequently retire from the County's employ, said employees must work for the County of Bergen for twenty-five (25) years and have twenty-five (25) years of service credit in the appropriate State Pension system and retire from the County of Bergen to qualify for retiree medical coverage, subject to any contributions required by law.
- c. The County shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is eligibility for Worker's Compensation benefits.
- d. If an employee is on an unpaid leave of absence, except as provided in (c) above, she/he shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense through the group Plan (COBRA).
- e. Any insured employee who resigns or is terminated for any reason other than retirement or death shall continue to be covered for a minimum of one (1) month following her/his last day of payment, after which the employee shall have the opportunity to continue her/his coverage a personal expense on a direct basis.
- f. Employees will be required to obtain precertification on hospital admissions, chiropractic physical therapy and all mental health counseling. Second (2nd) opinions will be required on surgery. The County will pay all costs in securing second opinions. The level of benefits to employees has not changed. Failure to obtain pre-certification or second (2nd) opinion will result in a penalty doubling the annual deductible. Such a penalty can be imposed once a year. All employees receive training and a booklet explaining the new program prior to the effective date of these changes.

The Employer shall establish a Preferred Provider Network for Physical Therapy, Chiropractic Care and Mental Health Services (Out-Patient).

All unit employees shall have the following deductibles: \$200.00 individual/\$400.00 all others.

- g. All employees shall be covered by either the Bergen County Direct Access plan or HMO plans.
- h. Employees are required, retroactive to January 1, 2012, to make health care contributions, including applicable retirees, pursuant to the provisions of Ch. 78, P.L. 2011.

Section 2. Dental Plan

All employees shall be provided with a County Dental Plan, full family coverage. The plan will be fully paid by the Employer within three (3) months of employment. Annual maximums shall be \$1,900.00.

Section 3. Prescription Plan

- a. The Employer shall pay the full premium for the Plan. No employee is obligated to enroll.
- b. The following prescription co-pays shall be in place:

(1) All employees:

\$5.00 (generic) (30 day supply)
\$15.00 (preferred brand name) (30 day supply)
\$30.00 (non preferred brand name) (30 day supply)

MAIL ORDER

\$5.00 (generic) (90 day supply)
\$30.00 (preferred brand name) (90 day supply)
\$60.00 (non preferred brand name) (90 day supply)

(2) The following prescription co-pays shall be as follows for both thirty (30) and ninety (90) days supplies, both mail order and pharmacy acquisition, effective July 1, 2018:

\$7.50 (generic) (30 and 90 day supply)
\$35.00 (preferred brand name) (30 and 90 day supplies)
\$70.00 (non preferred brand name) (30 and 90 day supplies)

(3) Effective January 1, 2009, no employee shall seek reimbursement through the County's insurance program or any other County entity of the prescription co-pays paid by the employee.

- (4) Effective January 1, 2018, all maintenance prescription drugs must only be acquired by mail in a ninety (90) day supply.

Section 4. Disability Plan

The currently existing Disability Plan shall remain in effect. The County will offer the employees the right to purchase up to the state minimum through payroll deductions. The County's premium obligation is capped at the premium rate that is in effect as of December 31, 2017 for newly hired Supervisors who are made a part of this bargaining unit on or after January 1, 2018. Said new Supervisors will pay any amount in excess of the current rate.

Section 5. Vision Care Plan

- a. The expense shall have been incurred to a recognized supplier of eye care, such as a physician, optometrist, medical laboratory or supplier of eye glasses or contact lenses, who is licensed by the State of New Jersey to provide such services; and,
- b. A bill for the expense or other proof thereof, together with a voucher signed by the employee shall be submitted to the Employer; and,
- c. The expenses shall not be covered by any other insurance benefit plan provided by the Employer pursuant to this Agreement; and,
- d. There shall be a Two Hundred Seventy Five (\$275.00) Dollar vision benefit per year per employee, effective January 1, 2016. Employees can combine this benefit for two (2) years, up to a maximum of Five Hundred Fifty (\$550.00) Dollars, but there shall be no comingling or combining of amounts. Should an employee combine this benefit from the first (1st) year of the two (2) year period and leave the County for any reason before the beginning of the second (2nd) year of that period, he/she shall reimburse Two Hundred Seventy-Five (\$275.00) Dollars to the County, which can be deducted from his/her final paycheck. Effective January 1, 2018, the annual amount shall be increased to Three Hundred (\$300.00) Dollars. Employees can combine this benefit for two (2) years, up to a maximum of Six Hundred (\$600.00) Dollars, but there shall be no comingling or combining of amounts. Should an employee combine this benefit from the first (1st) year of the two (2) year period and leave the County for any reason before the beginning of the second (2nd) year of that period, he/she shall reimburse Three Hundred (\$300.00) Dollars to the County, which can be deducted from his/her final paycheck.

Section 6. Increase in Health Benefits.

Any increase in health benefits provided to any organized employee of Bergen County except Prosecutor's, Police and Sheriff Staff shall also be incorporated in the Agreement.

ARTICLE 22 - LONGEVITY

A. Annual payment shall be made to employees with unbroken, continuous long-term service to the County for the duration of this as follows, except as noted below:

6 Years	\$300.00
9 Years	\$600.00
14 Years	\$1,100.00
17 Years	\$1,250.00
23 Years	\$1,500.00

B. Effective January 1, 2013, a twenty-sixth (26th) year shall be added in the amount of \$2,050.00.

C. Effective January 1, 2014, a thirtieth (30th) year shall be added in the amount of \$2,400.00.

D. No employee hired on or after January 1, 2009 shall be entitled to longevity.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. For all disciplinary actions including suspension and/or discharge, the Employer will notify the Union in writing of such action within five (5) calendar days of the occurrence. If the Union desires to contest such action by grievance process, it shall give written notice to the Employer within ten (10) calendar days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the Grievance Procedure.

ARTICLE 24 - RESIGNATION-TERMINAL LEAVE PAYMENT

A. Employees, upon separation from employment for any reason, shall be entitled to payment for all accrued unused vacation time.

B. In addition to the benefits contained in paragraph A, employees, upon retirement, or employees who terminate their service after reaching age sixty (60) who are not covered by the Public Employees Retirement System shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2 below, whichever is selected by the employee:

1. Option 1 – One-half (1/2) of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve-month period immediately prior to the effective date of retirement, provided, however, that no lump sum payment shall exceed Sixteen Thousand (\$16,000.00) Dollars. This amount shall be reduced to Fifteen Thousand (\$15,000.00) Dollars for any employee hired after June 17, 2015.
2. Option 2 - One (1) day of pay, the hourly rate of pay having been computed as in Option I above, for each full year of service.

- C. In addition, in the event of death of an employee, the estate of that employee shall receive the terminal leave lump sum payment according to the Option selected by the estate, provided that the employee has been employed by the County for seven (7) consecutive years.
- D. Part-time employees shall be eligible for this benefit provided they have worked a minimum of twenty (20) hours per week. Effective January 1, 2018, the number of hours shall be changed to thirty (30) hours per week for all current and new bargaining unit members.

ARTICLE 25 - PERSONNEL FILES

No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in the employee's personnel file without first having been shown to the employee and the employee having been given the opportunity to review them and to place a letter or other document in the file concerning such entry, notation, document, etc. An employee shall be entitled to review his/her personnel file provided that a written request to do so is received by the Personnel Director. The file will be reviewed within ten (10) calendar days after receipt of such request. Requests shall be reasonable in number.

ARTICLE 26 - LAYOFFS

- A. In the event that layoffs become necessary, the provisions of the New Jersey Civil Service Commission as to such shall apply.
- B. Notice shall be forwarded to the Union by the County of any general layoff or twenty (20) calendar days after approval is given as to such general layoff.

ARTICLE 27 - USE OF PERSONAL VEHICLES

When an employee is required to use his/her vehicle on work related business, he/she will be compensated for such usage at the IRS rate.

ARTICLE 28 - CONTINUING 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 negotiated, executed and becomes effective.

ARTICLE 29 - PENSION

The County shall continue in effect the current pension plan including the life insurance benefit as provided.

ARTICLE 30 - CREDIT UNION

The County will offer employees the opportunity to designate a credit union and provide payroll deductions as required.

ARTICLE 31 - THE IMPAIRED EMPLOYEE

The Union and the County support the goal of helping an employee impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of practice.

Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues. An employee who requests a leave of absence for impairment shall be granted an appropriate leave in accordance with New Jersey Civil Service Commission rules and regulations for medical purposes.

ARTICLE 32 - NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time and the content and language of the Agreement has been supplied by both parties. As such, this Agreement shall be construed for all purposes to have been jointly drafted by both parties and no adverse inference shall therefore be drawn against either party in construing any ambiguity that may arise hereunder.

ARTICLE 33 - MISCELLANEOUS

- A. Employees covered by this Agreement will be entitled to further reimbursement, for the courses taken in accordance with County policy in an amount not to exceed One Thousand Eight Hundred (\$1,800.00) Dollars per year (\$200.00 per credit). This benefit shall not be available to any bargaining unit employee hired after June 17, 2015.
- B. In the event that the County becomes eligible to join the New Jersey Manufacturers Union, the County shall do so at the earliest practical time subsequent to eligibility.

ARTICLE 34 - TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2016 through December 31, 2019 dates inclusive.

(CONTRACT LEFT PURPOSELY BLANK)


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

COUNTY OF BERGEN



JAMES J. TEDESCO, III
BERGEN COUNTY EXECUTIVE

UNITED PUBLIC SERVICE EMPLOYEES
UNION (PARKS SUPERVISORY UNIT)



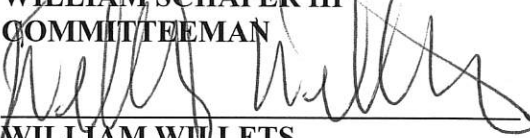
KEVIN E. BOYLE JR.
PRESIDENT



MARK A. MCCART
REPRESENTATIVE



WILLIAM SCHAPER III
COMMITTEEMAN



WILLIAM WILLETS
COMMITTEEMAN

APPENDIX A - UNIFORM ALLOWANCE

1. Employees on the active payroll (not on leave) as of January 1, 2018 shall receive, in lieu of uniforms for 2016 and 2017, the amount of One Thousand One Hundred (\$1,100.00) Dollars per employee less all applicable deductions, which shall be paid with the retroactive salary increases.
2. For calendar year 2018, each bargaining unit member shall receive seven (7) sets of uniforms from the Employer within ninety (90) calendar days of February 14, 2018, which is no later than May 16, 2018.
3. Beginning in calendar year 2019, the Employer will provide bargaining unit members with replacements to the bargaining unit members previously acquired uniforms on an as needed basis by the providing of the damaged/worn uniform pieces to the Employer for replacement. Only new bargaining unit members who join the bargaining unit shall be entitled to the provisions of §2 above.
4. All bargaining unit members shall be required to wear their uniform at all times and such shall be presentable in their capacities as Supervisors.
5. The uniforms shall be consistent with the Employer's dress code policy.
6. The employees shall clean, maintain and replace their uniforms as may be necessary and/or subject to §3 above.
7. All employees covered by this Agreement shall be entitled to Fifty (\$50.00) Dollars boot allowance for each year, payable by February 15th of each year. Effective January 1, 2018, the boot allowance will be increased to One Hundred Seventy Five (\$175.00) Dollars. Receipts will be required on an ongoing basis. Failure to provide such receipts will require deductions to any allowance paid.