



2014 BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Tanelli	✓			
Tedesco	✓			
Voss	✓			
Zur	✓			
Ganz, Chairman				✓
TOTALS	6	-	-	1

Resolution No. 1484-14
 Date: December 23, 2014
 Page: 1 (of 25)
 Department/Division: Administration & Finance—Personnel
 Purpose: To Approve Collective Bargaining Agreement By and Between Bergen County and United Public Service Employees Union ("UPSEU")(General Supervisory Unit), effective January 1, 2013 through December 31, 2015

Account No. _____
 Contract No. _____
 Dollar Amount: \$ N/A
 Prepared By: JXS/av

ZBB
12/10/14

Offered by: Zur
 Seconded by: DeNicola
 Approved by: JXS

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting
Michele DiLorgi
Michele DiLorgi, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, on behalf of the County of Bergen, Bergen County Executive Kathleen A. Donovan and representatives of UPSEU (General Supervisory Unit) engaged in collective negotiations for a successor Collective Bargaining Agreement; and

WHEREAS, the parties negotiated new terms for a successor Collective Bargaining Agreement for the period of January 1, 2013 to December 31, 2015, contained in a signed Collective Bargaining Agreement dated November 17, 2014, which is attached hereto; and

WHEREAS, a majority of the membership of the Union has ratified the terms of the attached Collective Bargaining Agreement; and

WHEREAS, on October 30, 2014, representatives of the membership of the Union have agreed to the terms of the attached Collective Bargaining Agreement; and

WHEREAS, Bergen County Executive Kathleen A. Donovan has agreed to the terms of the attached Collective Bargaining 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 Kathleen A. Donovan presents the terms of the attached Collective Bargaining Agreement to the Bergen County Board of Chosen Freeholders for its consideration and approval.

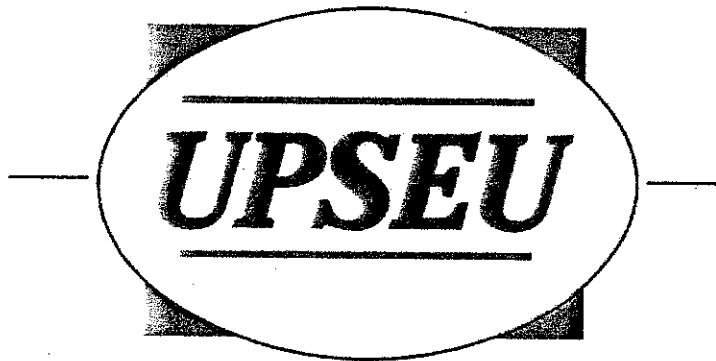
IT IS, THEREFORE, RESOLVED that the Bergen County Board of Chosen Freeholders has reviewed and considered the terms of the attached Collective Bargaining Agreement and hereby ratifies the terms of the attached Collective Bargaining Agreement in accordance with N.J.S.A. 40:41A-38(n), which terms will be incorporated into the successor Collective Bargaining Agreement between the County of Bergen and UPSEU (General Supervisory Unit) for the period of January 1, 2013 to December 31, 2015, and to be signed by Bergen County Executive Kathleen A. Donovan in accordance with N.J.S.A. 40:41A-36(f).

COLLECTIVE BARGAINING AGREEMENT

By and Between

BERGEN COUNTY

And



GENERAL SUPERVISORY UNIT

UNITED PUBLIC SERVICE EMPLOYEES UNION

Effective January 1, 2013 through December 31, 2015

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PREAMBLE

THIS AGREEMENT is made this 17TH day of November 2013 between the COUNTY OF BERGEN, hereinafter referred to as the "Employer," and the United Public Service Employees Union – UPSEU 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 Supervisory employees:

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - RECOGNITION AND DEFINITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of the employees in the negotiating unit of all "Supervisory" employees employed by the County of Bergen, but excluding all employees of the Bergen County Prosecutor, the Bergen County Superintendent of Elections, the Bergen County Board of Social Services, the Bergen County Sheriff, as well as craft workers, police, "White Collar," "Blue Collar," seasonal and/or per diem employees. Moreover, "confidential" employees shall also be excluded.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 2013 through December 31, 2015.

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 agent 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, 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 shown in Section 1) 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 contract 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 State Department of Personnel; to hire and lay-off employees in accordance with New Jersey State Department of Personnel 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, religion, color, age, sex or national origin.

ARTICLE 6 - WAGES

- A. Effective July 1st 2013, each Supervisory employee on the payroll shall be entitled to 1.75% increase to their base pay retroactively.
- B. Effective January 1st, 2014, each Supervisory employee shall be entitled to a 1.9% increase to their base pay (retroactively if applicable)
- C. Effective January 1st 2015, each Supervisory employee shall be entitled to a 1.9% increase to their base pay.

ARTICLE 7 - LONGEVITY

- A. There shall be no longevity for any employee hired after January 1, 2013 or any employee not already receiving longevity as of January 1, 2013.
- B. During the course of this Agreement payments shall be made to employees hired prior to January 1, 2013 with unbroken, continuous long-term service to the Employer in the following annual amounts:

(Longevity)

(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 be effective 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

- C. Longevity payments shall be included as part of the base salary.
- D. Employees, hired on or after October 8, 2008, but before January 1, 2013 shall not receive longevity until he/she has served 108 months (9 years) with the County.
- E. Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.
- F. No employee hired after ratification of this Agreement shall be entitled to longevity payments.

ARTICLE 8 - HEALTH BENEFITS

A. Basic Medical Hospital

- (1) Employees can enroll in the Bergen County Direct Access Plan or the County's HMO Plan. 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. The Employer reserves the right in its sole discretion to change insurance carriers or plans 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 pre-certification 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 pre-certification 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.

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

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, 2011, the maximum benefits for the above shall be \$1,600.00. Effective January 1, 2014, the maximum benefit for the above shall be \$1,800.00. Effective January 1, 2015, the maximum benefit for the above shall be \$1,900.00.

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 premium shall be paid by the Employer – in full as of January 1, 2004.

Employees who join the plan shall receive benefits of seventy (70.0%) percent of the employee's weekly wage to a maximum of \$150.00 per week with a maximum of fifty-two (52) weeks of payments. The Plan shall cover disability due to pregnancy;

(b) The waiting period prior to the benefit entitlement shall be thirty (30) days;

(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 him/her his/her normal bi-weekly base salary.

(2) The Employer reserves the right at its sole discretion 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 designee for the continuation of coverage under the State Plan, the Dental Program, the Disability Program, the Prescription Program and 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 designee shall have the authority in his 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.
- (4) The County will offer the employees the right to purchase up to the State Disability minimums through payroll deduction.

D. Prescription

The Employer shall provide a prescription payment insurance plan to all employees covered by this Agreement and with coverage for dependents. Effective as soon as practicable upon ratification of this Agreement, prescription co-pays shall be as follows:

- \$5.00 (generic) (30 day supply)
- \$15.00 (preferred brand name) (30 day supply)
- \$30.00 (non-preferred brand name) (30 day supply)
- \$5.00 (generic) (90 day supply)
- \$30.00 (preferred brand name) (90 day supply)
- \$60.00 (non-preferred brand name) (90 day supply)

(Above the line is retail purchase; below the line is mail order/home delivery purchase.)

- (1) The insurance company shall pay any all charges above the deductible payment made by the employee.
- (2) The Employer shall pay the full premium, subject to any employee contribution mandated by New Jersey law.
- (3) This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective three (3) months after an employee's hire date.
- (4) Each prescription shall be for a supply of medication not to exceed thirty (30) calendar days, except for mail order prescriptions which shall not exceed a ninety (90) day supply.
- (5) 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.

- (6) Effective January 1, 2009, no employee shall seek reimbursement, through any of the County's insurance programs or any other County 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 dependants 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 Two Hundred Fifty (\$250.00) dollar benefit per year for the employee and dependants, but Five Hundred (\$500.00) Dollars may be used collectively in 2013. There shall be no combining of amounts. 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 Two-Hundred Seventy-Five (\$275.00) dollars to the County, which can be deducted from his/her final paycheck.

ARTICLE 9 - PERSONAL LEAVE DAYS

- A. Each employee shall be entitled to take up to three (3) personal days in each year of this Agreement.
- B. Employees hired after January 1, 2013, shall be entitled to one (1) calendar day for the first year of employment after the employee completes six (6) months of service; two (2) days for the second through fifth calendar year of employment and three (3) days after the fifth calendar year of employment. If an employee is hired before July 1 of any year, he/she shall be entitled to two (2) personal days effective the January 1 following his/her initial employment. For part-time employees, a personal leave day is calculated on the basis of 1/10th of his/her biweekly hours.
- C. Personal leave days may not be accrued. Department Directors must be notified in advance and, except in case of emergency, prior approval of the Department Director must be obtained.

ARTICLE 10 – HOURS OF WORK/WORK WEEK

- A. The standard work week shall consist of five (5) days, Monday through Friday. The Employer can establish new starting and ending times of each daily shift and/or workdays and shall be

discussed by the Employer and notify the Union prior to implementation as well as any changes in such schedules that may occur from time to time thereafter.

ARTICLE 11 - PAY DURING ABSENCE

A. Unscheduled Absences

1. If, for any reason, an employee is unable to report for duty, he/she must notify the Department Director as soon as possible and before the scheduled starting time. 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

1. 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

1. 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 Director according to the Department's procedure
2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) consecutive work days or more, a doctor's certificate must be submitted. The Department Director retains the right in sick leave cases of less than five (5) days to request the Personnel Director to obtain a Physician's Certificate. Such request must be reasonable and not made arbitrarily. The Department Director also has the right to require an examination by an Employer physician if the Department Director has any questions as to the employee's condition.
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:
 - i. One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 ¼ 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.
 - ii. 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.
5. Sick leave may be granted for:
 - i. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
 - ii. 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 per year.
 - iii. In case of extended illness, the employee may use accrued Compensatory Time Off or Vacation Leave.
 - iv. Cosmetic surgery, in which case the employee shall arrange, with the reasonable approval of his or her Department Director, the scheduling of the surgery and attendant leave.
6. Accumulated sick leave is forfeited upon separation from the County's service, except as provided for under "Terminal Leave" hereinafter.

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 proved 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 30 working days for each new separate injury. Payments shall be made in either of the following ways:
 - i. 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.
 - ii. 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 re-credited to the employee's sick leave accrual balance.
6. 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.
7. 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.

8. 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.
9. Additional reports shall be submitted by the physician every two (2) weeks thereafter indicating the current status of the employee's health and the date of the employee's anticipated return to duty.
 - a. 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, civil union partner, 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. Effective January 1, 2005, 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 the New Jersey law.

G. Terminal Leave

Employees, upon retirement (Service Retirement, Accidental Deferred 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:

1. For employees hired before January 1, 2013, Terminal Leave Payment shall be no more than Twenty Thousand (\$20,000.00) Dollars.
2. 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.
3. Employees are eligible for this benefit provided that he/she works a minimum of twenty (20) hours per week.
4. All employees hired on or after January 1, 2013 shall be capped as to terminal leave at fifty (50.0%) percent of accumulated sick leave not to exceed Fifteen Thousand (\$15,000.00) Dollars or an amount established by State law, whichever is less.

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.
2. 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.
3. 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.
4. 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.
5. Maternity Leave - A female employee, upon her request, may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the Employer may approve a leave of absence without pay not to exceed six (6) months. A period of leave prior to the infant's birth shall be granted if medical necessity requires. Maternity Leave shall not extend beyond six (6) months following the birth of the infant regardless of whether such leave was with pay, without pay, or a combination of the two. Upon the expiration of the maternity leave provided herein a leave of absence, without pay, may be available as provided under Subsection 1 above. A female employee who elects to return to active status following her maternity leave shall be returned to her regular employment. Upon the employee's request, her Department Director shall schedule an appointment with the registered nurse in the Medical Clinic.
6. 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 Director prior to requesting such leave.

I. Military Training Leave

1. 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 Director 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 subsection (b) below, 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.

2. 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 subsection (a) above.
3. 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.

J. Union Leave

1. 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 five (5) working days per year for all members.
2. Additionally, the annual steward training day will accommodate up to maximum of ten (10) County employees at no loss of pay or benefits. Such leave time shall not substantially interfere with County operations and/or the employee's normal job function, except in emergent circumstances the Union will not be denied such leave. One (1) year accrual may be carried. Such leave time must be in either half or full-day increments.
3. Requests for such leave shall be submitted by the Labor Relations Representative to the Personnel Officer for his/her approval, who shall respond to the request within five (5) working days of receipt.

ARTICLE 12 - 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 (1st) 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).
 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). All employees hired after January 1, 2014, shall be entitled to earn a total of twenty (20) days per year after ten (10) years of employment with the County.
- 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.
 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 leave.
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 Director. The Department Director 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 (1) week is to be taken and the employee has notified his or her Department Director at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 13 - 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
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- B. Effective December 31st. 2015, Lincoln's Birthday will no longer be observed.

ARTICLE 14 - PENSION

The Employer shall continue in effect the pension plan offered to its employees which are 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 (1.0%) percent of the base salary.
- C. The total amount of life insurance payable to the employee's estate depends upon three (3) things: Annual salary, age and pension membership status employed at the time of death insurance coverage is one and one-half (1 ½) 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 15 – DISCIPLINARY ACTION/GRIEVANCE PROCEDURE

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. Grievances must be formalized and submitted within ten (10) days of when the employee and/or Union knew or should have known of the alleged incident giving rise to the grievance. Failure to present a grievance in accordance with this timeframe will have a preclusive effect and the employee and/or Union will be barred from asserting a grievance after the lapsing of this time period.

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

Director. 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 Director.

2. The Department Director 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 Director by appealing to the County Executive or designee and forwarding copies of all previous writings on the matter to same. 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 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 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 twenty (20) calendar days of the receipt by the employee and the Union of the County Executive's or his designee's decision. A copy of the demand for arbitration shall also be sent to the County Executive or designee within twenty (20) days.

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 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.

5. No grievance may be filed by an employee or the Union on his/her behalf that 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 resignation or retirement.

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 position, he or 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) or 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 waive Union Representation.
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 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.

ARTICLE 16 - DUES/AGENCY REPRESENTATION FEE

- 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 fourteen (14) days from the date of hire.
- C. The Employer shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Employer written notices

authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues and shall forward the amount to the Union at regular intervals. The Union shall provide the Employer with written certification at least, on an annual basis, as to the sum to be deducted in lieu of dues.

- D. 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 17 - 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's Personnel file without a copy first having been given to the employee, and the employee having been given the opportunity to place his or 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 18 - 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 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.

ARTICLE 19 - USE OF PERSONAL VEHICLE

- A. Whenever an employee is required to use his or 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 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 20 – ON-CALL

1. All Supervisory employees shall be considered as 'On-Call' when notified by their Department Director.

There shall be no additional compensation for being 'On-Call'.

2. Supervisory Employees shall be permitted 'flex time' for time actually worked once they have been called into work.
3. 'Flex time' shall be defined as time off equal to the time worked. Time off must be taken within the same pay period and with the approval of the Department Director.

ARTICLE 21 – UNIFORMS

Supervisory Employees that also serve in the field and/or required to wear Uniform/work clothes shall be reimbursed for the cost of clothes up to a maximum of \$500 per year. The employ may be required to provide receipts as proof of purchase.

ARTICLE 22 – UNION RIGHTS

1. 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.
2. 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.
3. Union employees 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 Personnel Officer.
4. 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 23 – HEALTH AND SAFETY COMMITTEE

The Supervisory group shall have the right to have an employee representative on the Health and Safety Committee in addition to the Labor Relations Representative. The Union will notify management annually of its employee designee.

ARTICLE 24 – 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 25 – PUBLIC SAFETY TELECOMMUNICATOR

A Senior Public Safety Telecommunicator being promoted to a Supervising Public Telecommunicator shall continue to receive the three thousand dollar (\$3000.00) differential they were receiving as a Senior Public Safety Telecommunicator in addition to the Seven (7%) promotional increase calculated on their base pay.

A Public Safety Telecommunicator being promoted to a Senior Public Safety Telecommunicator will receive the three thousand dollar (\$3000.00) differential then shall receive the appropriate promotional increase to their base salary.

ARTICLE 26 – CONTINUATION OF TERMS

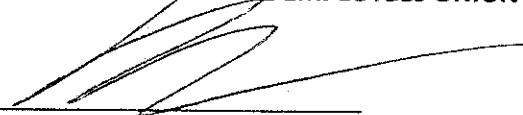
All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

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 day and year first above written.

FOR: THE COUNTY OF BERGEN

For: UNITED PUBLIC SERVICE EMPLOYEES UNION

Kathleen A. Donovan, Esq.
County Executive



Kevin Boyle, Jr.
President

Jerry Binney
County Administrator



Mark A. McCart
Labor Relation Representative

Ralph W. Kornfeld
Personnel Director

ATTEST: _____

ATTEST: _____