

*Contract no. 1123*

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUL 7 1992

RUTGERS UNIVERSITY

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE EXECUTIVE OF THE COUNTY OF BERGEN**

**AND**

**THE NEW JERSEY EMPLOYEES LABOR UNION NO. 1/  
SEIU LOCAL NO. 1988 AFL-CIO, CLC**

**covering "blue-collar" employees**

---

**JANUARY 1, 1991 through DECEMBER 31, 1992**

---

**Law Offices:**

**LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880**

I N D E X

ARTICLE	PAGE
PREAMBLE	1
1 RECOGNITION AND DEFINITION	2
2 TERM OF AGREEMENT	3
3 COLLECTIVE NEGOTIATING PROCEDURE	4
4 MANAGEMENT RIGHTS	5
5 DISCRIMINATION AND COERCION	6
6 SALARIES AND WAGES	7
7 SHIFT DIFFERENTIAL	8
8 PAYMENT ON PROMOTIONS	9
9 LONGEVITY	10
10 HEALTH BENEFITS	11
11 PERSONAL LEAVE DAYS	15
12 WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF	16
13 PAY DURING ABSENCE	20
14 VACATION	30
15 HOLIDAYS	33
16 PENSION	35
17 SUSPENSION/GRIEVANCE PROCEDURE	37
18 RELEASED TIME	41
19 SENIORITY RIGHTS	42
20 SHIFTS CHANGES	43
21 DUES AND AGENCY SHOP CHECKOFF	44
22 OUT OF TITLE WORK	45
23 PERSONNEL FILE	46

24	LAYOFFS	47
25	USE OF PERSONAL VEHICLE	48
26	TUITION REIMBURSEMENT	49
27	LICENSE COST REIMBURSEMENT	50
28	PHYSICAL EXAMINATION	51
29	UNIFORMS	53
30	ELIMINATION OF 19-HOUR EMPLOYEES	57
31	WORK BREAK	58
32	SAFETY COMMITTEE	59
33	FIRST AID EQUIPMENT	60
34	TOOL ALLOWANCE	61
35	EMPLOYMENT OPPORTUNITIES	63
36	CONTINUATION OF CONTRACT PROVISIONS	64
	SCHEDULE A	66

THIS AGREEMENT is made this            day of            , 1992,  
between the EXECUTIVE OF THE COUNTY OF BERGEN, hereinafter  
referred to as the "Employer", and the NEW JERSEY EMPLOYEES LABOR  
UNION NO. 1, SEIU Local 1988, AFL-CIO, CLC, hereinafter referred  
to as the "Union".

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

NOW, THEREFORE, the parties agree as follows:



ARTICLE 1 - RECOGNITION AND DEFINITION

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

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 1991 through December 31, 1992.

ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

1. 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 and two experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1993 shall commence in accordance with the Rules & Regulations of the Public Employment Relations Commission.

3. Negotiating 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 working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by 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 working 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 to the discretion of the County of Bergen by the terms of this Agreement shall be made the subject of a grievance.



ARTICLE 5 - DISCRIMINATION AND COERCION

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

ARTICLE 6 - SALARIES AND WAGES

A. (1) Each employee covered herein covered by this Agreement shall receive a four (4.0%) percent wage rate adjustment effective January 1, 1991.

(2) Each employee covered by this Agreement shall receive a five (5%) percent wage rate adjustment effective January 1, 1992.

(3) The wage adjustments referenced above in subparagraphs (1) and (2) shall not apply to employees who have voluntarily resigned from employment or were severed from employment for just cause prior to execution of this Agreement.

B. Part-time employees shall receive an hourly rate adjustment in proportion to the employee's wage increase on an annualized basis.

eg. \$5.00 per hour in 1991 is \$10,400 annually (\$5.00 x 2080 hours)

The wage increase would be \$10,816 on January 1, 1991, which results in an hourly wage of \$5.20. This same method of calculation would be utilized for each year and salary level within this Agreement.

ARTICLE 7 - SHIFT DIFFERENTIAL

1. Employees in departments with shift operations shall be paid a shift differential of thirty-five (35¢) per hour for the late afternoon/evening shift (up to 12 midnight) and a shift differential of forty-five (45¢) cents per hour for late evening/early morning shift (after 12 midnight), if they work either shift.

2. In the event employees eligible for shift differential are required to work overtime, their overtime shall be computed with regard to base pay and not as to a combination of base pay and shift differential.

3. Juvenile and Detention Officers while they are acting as shift leaders shall receive fifty (50) cents per hour above their salaries as Juvenile Detention Officers.

ARTICLE 8 - PAYMENT ON PROMOTIONS

If an employee is promoted or transferred to a title in a grade higher than the grade at which the employee's former title was located, the employee shall receive a salary increase in an amount equal to five (5%) percent of the employee's salary before the promotion or transfer occurred, but, in no event, shall the increase be less than the minimums set forth herein. If the Employer wishes to grant the employee a salary increase greater than are set forth herein, the Employer shall notify the Union of such action prior to date of approval.



ARTICLE 9 - LONGEVITY

A. Longevity payments shall be made to employees with unbroken, continuous long-term service to the Employer in the following annual amounts.

1. Employees completing 72 months (6 years) of service shall receive \$200.00;
2. Employees completing 108 months (9 years) of service shall receive \$400.00;
3. Employees completing 168 months (14 years) of service shall receive \$800.00;
4. Employees completing 228 months (19 years) of service shall receive \$1,000.00;

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

C. Part-time 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.

ARTICLE 10 - HEALTH BENEFITS

1. Basic Medical/Hospital

Premiums for the current Medical Insurance Plan equivalent to the State Health Program previously provided County employees and their eligible dependents shall continue to be paid by the Employer. Employees must work at least twenty (20) hours per week to be eligible for such coverage.

2. Dental

The Employer shall provide a 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., which plan provides for maximum annual benefits in the amount of \$1,000.00 for dental services and maximum annual benefits of \$1,000.00 for orthodontic services with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year with 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.

3. Disability

The Employer shall provide a disability benefits insurance program during the term of this Agreement sponsored by Washington National Life Insurance Company or a company agreeable to both parties, subject to the following conditions:

A. The premium shall be paid in the following proportion: Employer - \$5.50; employee - \$2.70. Any increase in the premium over the amounts stated herein shall be paid fifty (50%) percent by the Employer and fifty (50%) percent by the employee.



Employees who chose to join the Program shall make payment through payroll deductions; it is understood and agreed that no employee shall be obliged to participate in said program.

B. The benefits to be provided shall be those as currently and shall include benefits of 70% of the employee's weekly wage to a maximum of \$150.00 per week and there shall be a thirty (30) day waiting period with a maximum of 52 weeks in payments and shall include disability due to pregnancy:

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

D. 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 Health Benefits 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 to provide for a continuation of health benefits coverage.

4. Prescription

The Employer shall provide a prescription payment

benefits insurance program during the term of this Agreement, through Paid Prescriptions or through an insurance company acceptable to both the Employer and the Union or through a program of self-insurance, which program shall be acceptable to both the Employer and the Union, which plan shall provide the same or equal coverage as that currently provided and shall be subject to the following:

A. The first \$2.00 cost of the prescription shall be paid by the employee and the remainder of the cost shall be paid by the insurance company or the Employer;

B. Each prescription shall be for a supply of medication not to exceed thirty (30) calendar days:

C. Full premium to be paid by the Employer.

5. Eye Care

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

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

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

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

(iv) the total reimbursement by the Employer does not



exceed \$100.00 in each year, per employee.

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

LE 11 - PERSONAL LEAVE DAYS

1. Each employee shall be entitled to take one (1) personal day in each year of this Agreement. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

2. Employees must be employed for three (3) months before becoming eligible for personal leave.

LE 12 - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

1. The standard work week shall consist of forty (40) hours per week in accordance with the work schedule established by the appropriate department head, except in those cases where prior custom has established a work week of less than forty (40) hours.

2. Where a department has a shift operation, standard hours shall be established by the Department Head so as not to exceed eighty (80) hours in each two-week period.

3. The Department Head shall have the right, for the efficient operation of County affairs, and subject to prior negotiation with the Union, to make changes in starting and stopping times of the daily work schedule so long as the total work week does not exceed eighty (80) hours in each two-week period.

4. Overtime

A. All employees covered by this Agreement shall be eligible for overtime.

B. Overtime shall be paid as follows:

(1) For hours worked in excess of forty (40) hours in one week, payment shall be at time and one-half.

(2) The employees' standard hourly rate (annual salary divided by 2,080 annual hours of work) shall be used in computing overtime pay. In addition, those employees whose standard work week is less than forty (40) hours shall only be paid at straight time until they have worked forty (40) hours, and thereafter they

shall be paid time and one-half.

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

(4) When a snow emergency is declared by the County, employees required to work overtime shall be entitled to meal money of \$1.25 per hour.

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

(6) When an employee is called back to duty after the end of a regular tour, the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular shift.

(7) When an employee receives sick pay or vacation pay during the regular bi-weekly pay period, those hours shall be included in the computation of overtime for that period.

(8) When an employee is required to work on a holiday, he/she shall receive the time and one-half for the hours worked on the holiday plus the employee shall receive a day off for the holiday worked; or the employee shall receive standard time plus time and one-half of the hours worked. The option shall be that of the employee. This shall not apply to blue-collar institutional



workers who shall receive straight time for the hours worked on the holiday, in addition, such employee shall either receive an alternate day off for the holiday worked; or the employee shall receive double time for the hours worked on such holiday.

(9) Overtime must be authorized by the Department Head or his/her designated deputy and entered on the weekly time sheets.

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

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

C. Overtime List

Overtime shall be assigned by the Department head on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Department Head with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be

considered for any overtime, he/she shall so indicate to the Department Head in writing and thereafter overtime work shall not be offered to him/her. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify his/her Department Head and his/her name shall thereafter be restored to the bottom of the said list. In case of an emergency, the Department Head shall have the right to call in any employee to work overtime.

Compensatory Time Off

To the extent permitted by applicable State and Federal Law, employees who work in excess of regular hours may elect to take CTO. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Department Head and subject to the needs of the department. If the extra time is in excess of forty (40) hours, the employee may elect to take off one and one-half ( $1\frac{1}{2}$ ) times prior to the end of the pay period within which the said extra hours were worked, subject to the approval of the Department Head and subject to the needs of the Department. If the extra work time is in excess of forty (40) hours, the employee may elect to take off one and one-half ( $1\frac{1}{2}$ ) times the hours worked prior to the end of the pay period within which the said extra hours were worked, subject to the approval of the Department Head and the needs of the Department.



ARTICLE 13 - PAY DURING ABSENCE

1. Unscheduled Absences - If, for any reason, an employee is unable to report for duty, he/she must notify the Department Head as soon as possible and before scheduled starting time. Irregular or poor attendance shall be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

2. Scheduled Absences - When an employee is on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

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

4. Sick Leave -

a. If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's Department Head or supervisor be notified, according to the department's procedure. Failure to give prior



notification shall result in disapproval of the request for sick leave or be considered as an unscheduled absence.

b. 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) days or more, a doctor's certificate must be submitted if requested by the Department Head. The Department Head retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a County physician if the Department Head has any questions as to the employee's condition.

c. 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.

d. Sick leave is earned and accumulated in the following manner;

(1) One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days ( $1\frac{1}{2}$  per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, sick leave is not earned for that month.

e. 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 in each pay period.

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

g. Sick leave may be granted for:

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

(2) Serious illness of 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 emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.

(3) In case of extended illness, the employee may use accrued Compensatory Time Off or Vacation Leave.

(4) Cosmetic Surgery, in which case the employee shall arrange, with the reasonable approval of his or her Department Head, the scheduling of the surgery and attendant leave.

h. Accumulated sick leave is forfeited upon separation from county service, except as provided for under "Terminal Leave" hereinafter.

5. Injury Leave

a. 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.

b. All payments which shall be 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 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.

c. 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.

d. Use of Injury Leave - Employees absent from duty 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 90 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 compensation of checks for temporary disability during the said 90-day period, the employees shall endorse those checks over to the County. 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 Employer in an amount equal to the difference between the employees' base salary and the amount of partial disability Workers Compensation insurance payments received by the employees during the said 90-day period.

If the 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.

e. Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the Employer is contesting the employee's eligibility for injury leave. In the event that the Workers Compensation Division determines in favor of the employee, sick leave so charged shall be credited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if

any, retroactive to the date of injury, and to use vacation leave.

f. 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 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 received while in the county service.

g. 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.

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

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

6. Bereavement Leave

a. Employees shall be entitled to 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.

7. Terminal Leave

a. Employees, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or employees who terminate their service after reaching age 60, who are not covered by the Public Employee's Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever is selected by the employee:

(1) Option 1 - One-half 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 such lump sum payment shall exceed \$16,000.00, or whatever maximum payment shall be permitted by law.

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

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 has been employed by the Employer for



seven (7) consecutive years.

b. Part-time employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

8. Leave of Absence

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

(1) Ordinarily, 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.

(2) Personal leaves of absence are granted with the understanding that the employee intends to return to county duty. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.

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

b. 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 County

may approve a leave of absence without pay not to exceed six (6) months. Upon the employee's request, her Department Head shall schedule an appointment with the registered nurse in the Medical Clinic.

c. Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two 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 months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the department head prior to requesting such leave.

d. 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 leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the department head prior to requesting leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Employer had such training not been ordered. Except for employees in section (3) 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 provisional or unclassified employee who has been continuously employed by the County for at least one-full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in section (1) above.

(3) A full-time or part-time, temporary, provisional or unclassified employee who has not been continuously employed by the Employer for at least one-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.



ARTICLE 14 - VACATION

1. Vacation leave is earned and accumulated in the following manner:

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

b. From the beginning of the second calendar year to and including the fifth year, employees earn vacation at the rate of  $1\frac{1}{4}$  days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, employees earn vacation at the rate of  $1\frac{2}{3}$  days per month ((20 days per year).

2. 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.

3. General

a. 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.

b. In 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.

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

d. 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.

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

f. 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 period.

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

h. Employees on approved paid vacation leave or sick leave



will continue to accrue vacation leave according to length of service and regular work schedule.

i. If a holiday, observed by the Employer, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and the employee shall be entitled to an equivalent day off.

j. Every effort is made to arrange vacation schedules to meet the individual desire of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the employee's department head. The department head may require that vacations be scheduled in other than the summer months when the needs of the department require it.

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



ARTICLE 15 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Armistice/Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

2. General:

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

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

c. Holidays falling during the unpaid leave of absence will not be credited.

d. A Department Head, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.

e. Those full-time employees who work on a holiday shall

receive, at the option of the employee, either: (1) payment at a rate of time and one-half for all hours worked plus an additional day off for the hours worked, or (2) employees may request equivalent compensatory time off in lieu of pay for all hours worked on the holiday.

f. Part-time employees shall be paid for holidays at the straight time rate in the amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

**ARTICLE 16 - PENSION:**

The Employer shall continue in effect the pension plan offered to its employees in 1985, which is described, in part, as follows:

1. 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 or 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.

2. Employees who are required to join the Retirement System receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement system, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional life insurance is  $3/4$  of 1% of base salary.

3. The total amount of life insurance payable to the employee's estate depends upon three things: Annual salary, age,



and pension membership status at time of death. If actively employed at the time of death, insurance coverage is 1-1/2 times the employee's annual salary or three times if the employee has Contributory Life Insurance Coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him, but the total amount of coverage is reduced.

ARTICLE 17 - SUSPENSION AND GRIEVANCE PROCEDURE:

1. Major Suspensions:

a. In any case where a permanent employee in the classified service, as defined in Title II of the New Jersey State Department of Personnel regulations or where a temporary or provisional employee who has been employed by the County for at least ninety (90) days is suspended by the County 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 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. The County Executive or his delegate shall conduct a hearing and shall make specific findings of fact and report those findings to the County Executive for his/her final consideration and determination. The procedure set forth in the Civil Service Rules for the State of New Jersey shall also be applicable to those employees who are subject to such rules.

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

c. 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.

d. A County employee not in the classified service, as defined by the State Department of Personnel and not serving in a title set forth on Schedule A, attached hereto, and who was appointed by Resolution of the County Executive of Bergen county and who is serving at the pleasure of said Board 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.

2. Grievance and Minor Suspension:

a. Any grievance relating to the position, wages or working condition of an employee, including suspension for less than five (5) days, fines, demotions and other disciplinary actions not covered in paragraph 1 above, shall be handled in the manner set forth below and at all stages of the grievance procedure, the employee may elect to be represented by the Union or to represent himself or herself.

(1) The employee should discuss the grievance with his/her immediate supervisor within ten (10) working days of discovery of the event giving rise to the grievance. Failure to timely file a grievance shall be deemed an abandonment of the grievance. If the employee or the Union is not satisfied with the result of the discussion, the employee or the Union may file a written notice of grievance with the department head. If, for any reason, the employee does not wish to discuss the grievance with the supervisor, the employee or the Union may begin the procedure



with the written notice to the Department Head.

(2) The Department Head shall make a determination on the grievance within five (5) working days of the date it is received and shall advise the employee and the Union of the decision in writing.

(3) The employee or the Union may appeal the decision of the Department Head by appealing to the County Executive or his designee (Hearing Officer), forwarding copies of all previous writings on the matter. The County Executive or his designee shall determine whether a hearing is necessary on the grievance and if the County Executive or his designee finds that a hearing is needed, may either conduct a hearing or assign it to a Hearing Officer. The County Executive or his designee shall decide the matter within ten (10) working days after the final date of the hearing or receipt of the grievance (if no hearing is conducted) and shall issue a written decision to the employee and the Union.

4. If the decision of the County Executive or his designee (Hearing Officer) is not satisfactory to the employee or the Union, the employee or 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 to arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Union must deliver written notice of its decision to appeal to the County Executive

or his designee within 10 days receipt by the employee and the Union of the County Executive's or his designee's decision. The Arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE 18- RELEASED TIME

In order to provide the orderly handling of grievance matters, the President, Grievance Chairperson, and the Chairperson of the Board of Directors of the Union, or their respective designees, shall be released from their County duties for reasonable periods of time for the purpose of handling such grievance matters pertaining to this agreement.



SENIORITY RIGHTS

1. Permanent employees shall be entitled to rights for seniority with respect to changes in job assignment, hours or working conditions within that title only.

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

ARTICLE 20 - SHIFT CHANGES

Wherever possible, shift changes will be made at regularly scheduled times established by the Department Head, except in cases of emergency.

ARTICLE 21 - DUES AND AGENCY SHOP CHECKOFF

Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The County Treasurer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes.

The Employer shall deduct from the pay of all County employees covered by this Agreement who are non-members of the Union or who have not submitted to the County written notices authorizing the deduction of dues from the employee's pay, the maximum amount permitted by law in lieu of dues to the Union and shall forward the amount to the Union at regular intervals.



ARTICLE 22 - OUT OF TITLE WORK

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

23 - PERSONNEL FILE

All entries in an employee's personnel file shall be contained in both the County Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc. shall be placed in a department file which are not also placed in the County 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 County Personnel file without first having been copied for the employee and the employee having been given the opportunity to place his or her initials thereon and enter a rebuttal. The placement of an employee's initials on entries in an employee's personnel file shall constitute an acknowledgment only, not approval, agreement or acceptance by the employee to the entry.

ARTICLE 24 - LAYOFFS

1. In the event layoffs become necessary, the provisions of the New Jersey Department of Civil Service Administration Rules 4:1-16 to 4:1-16.6 shall be followed.

2. Notice shall be forwarded to the Union by the Employer Administrator of any general layoffs or of any layoffs limited to one 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 25 - USE OF PERSONAL VEHICLE

Whenever an employee is required to use his or her own vehicle on County business, he or she shall be compensated for such usage at the rate of twenty-two (22¢) per mile. In addition, employees shall be paid an additional one cent per mile for each 15 cent increase in the retail price of a gallon of gasoline over and above such price as of January 1, 1986.

ARTICLE 26 - TUITION REIMBURSEMENT

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

a. The course is directly job-related and has received the prior approval of the employee's department head and the County Executive, which approval shall not be unreasonably withheld.

b. The course or its equivalent is not offered by the Employer, at no cost to the employee;

c. The cost to the Employer shall not exceed \$50.00/credit;

d. No employee shall be entitled to reimbursement for more than six (6) credits/year;

e. The employee has successfully completed the course and proof thereof has been furnished to the Employer.

f. Employees who successfully complete "trade courses" and have complied with subsections a, b and c herein shall be entitled to reimbursement for the cost of tuition, which cost to the Employer shall not exceed 50% up to \$150.00 per course and no more than \$300.00 annually.

ARTICLE 27 - LICENSE COST REIMBURSEMENT

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

B. The following are examples of licenses, the cost of which would be reimbursed by the Employer: commercial driver's license (provided the employee is assigned duties requiring such a license); Plumber Foreman License; gold Seal, Red Seal Stationery Engineer Second Class, Blue Seal Stationery Engineer Third Class, and all licenses above the basic Black Seal License; Certified pesticide applicator registration; License to operate a bus; Any license, the cost of which was paid for by the Employer during the year 1985.



ARTICLE 28 - PHYSICAL EXAMINATION

A. Each employee shall be entitled to receive a physical examination to be conducted at Bergen Pines County Hospital or another site mutually agreed upon by the Employer and the Union, consisting of the following: chest x-ray at the discretion of the examining physician; 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 on or before May 1 of each year, which physical examination shall be scheduled by the Employer on or before September 1 of each year.

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.

E. The employee shall be entitled to any salary or other payment, if the examination is required to be scheduled outside of the employee's normal working hours.

F. Testing by the County for employees working in the Mosquito Commission shall include testing for the presence in the

Inventory of all chemicals used by those employees as part of their work assignments.

ARTICLE 29 - UNIFORMS:

1. Effective January 1 of each year of this Agreement, each employee's annual uniform allowance shall be as follows:

i. For those listed as "outside" workers on Schedule B attached: \$200.00;

ii. For those listed as "inside" workers on Schedule B attached: \$150.00;

iii. For those listed in the "exception" category on Schedule B attached: \$250.00;

iv. For those listed in the various "food service" titles on Schedule A attached: \$50.00;

2. All employees hired after January 1, 1988 shall receive a uniform allowance as follows for the remainder of the calendar year in which they were hired:

i. For those listed as "outside" workers on Schedule B attached: \$300.00;

ii. For those listed as "inside" workers on Schedule B attached: \$250.00;

iii. For those listed in the "exception" category on Schedule B attached: \$350.00;

iv. For those listed in the various "food service" titles on Schedule A attached: \$75.00

3. A. For all employees except those hired during the term of this Agreement, the uniform allowance shall be paid as follows:

i. A check for one-half (1/2) of the annual allowance shall



be paid to each employee in the first month of each year.

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

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

B. For those employees hired during the term of this Agreement and still within the first calendar year of their employment, the uniform allowance shall be payable as follows:

i. A check in the amount of one-half (1/2) of the annual uniform allowance shall be paid in the first month of their employment.

ii. The remainder of the uniform allowance shall be paid promptly by the Employer upon the submission by the employee of receipts to demonstrate the employee's purchase of uniform clothing of work shoes, which purchases shall amount to not less than one-half (1/2) of the dollar amount of the employee's annual uniform allowance, provided that payment on the remainder of the uniform allowance shall not be due sooner than ninety (90) days after the date of hire.

iii. Each employee shall be obligated to submit to the

Employer additional receipts to demonstrate the employees' purchase of uniforms or work shoes in a dollar amount equal to his/her annual uniform allowance.

C. All employees covered by this Agreement other than as specified in Paragraph 3B herein shall receive his/her clothing allowance in full in the first month of each year.

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

5. The Employer shall continue to provide rain gear and gloves to all employees for whom the County supplied such rain gear and gloves during the year 1985 and this shall not be deducted from the employee's allowance.

ARTICLE 30 - ELIMINATION OF 19-HOUR EMPLOYEES

A. Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement. As of the date of this Agreement, there are no employees who regularly work nineteen (19) hours per week.

B. The Employer shall negotiate with the Union what fringe benefits, if any, are to be received by any person subsequently employed by the Employer for from fifteen (15) to nineteen (19) hours per week.



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

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

WORK BREAK

The Employer shall provide to all employees a work break of fifteen (15) minutes for each four (4) hours of work.

ARTICLE 32 - SAFETY COMMITTEE

There is hereby continued a safety committee consisting of three (3) employees of the bargaining unit who shall be selected by the Shop Steward and may include the Shop Steward and three (3) persons employed by the Employer who shall be selected by the County Executive. This committee shall meet from time to time when a request for such meeting is received from three (3) of the members. The committee shall discuss matters of safety as it pertains to County operations and procedures and shall be entitled to bring its comments and recommendations to the Employer for its consideration. Upon the affirmative vote of three (3) members of the Safety Committee, safety problems shall be brought directly to the attention of the County Executive or his designee.



ARTICLE 33 - FIRST AID EQUIPMENT

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

ARTICLE 34- TOOL ALLOWANCE

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

A. Three Hundred Dollars (\$300.00) shall be paid to all employees in "mechanic" titles which shall specifically include; mechanic; senior mechanic; automotive mechanic; senior automotive mechanic; mechanic diesel; senior mechanic diesel; mechanic helper; assistant mechanic foreman; mechanic foreman; body and fender repairer; senior mechanic body and fender repairer; dredge mechanic; and all other "mechanic" titles which may be added to the unit during the term of this Agreement.

B. One Hundred Fifty Dollars (\$150.00) shall be paid to all employees in the carpenter shop, plumbing shop and electrician shop, specifically including the following titles; carpenter; carpenter foreman; mason and plasterer; maintenance repairer; maintenance repairer carpenter; maintenance repairer electrician; maintenance repairer foreman; maintenance repairer general foreman; maintenance repairer roads and bridges; maintenance repairer mason plasterer; maintenance repairer plumber; maintenance repairer locksmith; maintenance repairer refrigeration and air conditioning; maintenance repairer roofer; senior maintenance repairer, senior maintenance repairer carpenter; senior maintenance repairer electrician; senior maintenance repairer locksmith; senior maintenance repairer

umber; senior maintenance repairer roads and bridges, general foreman; sign design processor letterer; sign design processor letterer foreman; sign design letterer assistant foreman; plumber; plumber foreman; electrician; electrician foreman; and all other titles which may be added to the three (3) named shops for which the Employer requires the employee to supply his/her own tools.

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



ARTICLE 35 - EMPLOYMENT OPPORTUNITIES

The Employer agrees to distribute to each department covered by this Agreement and to the Union a weekly list of employment opportunities throughout the County. This list shall be posted in a conspicuous location with each Department clearly indicating the applicable Department in which the employment opportunity exists.

CONTINUATION OF CONTRACT PROVISIONS

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

