

Contract no. 1122

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AND LABOR RELATIONS

JUL 7 1992

RUTGERS UNIVERSITY

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF BERGEN**

**AND**

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

**covering "white-collar" employees**

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

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**THIS AGREEMENT** is made this                    day of                    , 1992,  
between 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 white-collar 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 "white-collar" employees employed by the County of Bergen, but excluding all employees of the Bergen Pines County Hospital, Bergen County Prosecutor, Bergen County Judiciary, the Bergen County Superintendent of Elections, the Bergen County Welfare Board, as well as craft workers, police, supervisors, seasonal and per diem employees. Attached hereto as Schedule "A" is a list of all titles presently covered by this Agreement.



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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 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 and Regulations promulgated by 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.

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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 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 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.

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ARTICLE 6 - SALARIES AND WAGES

A. Each employee covered by this Agreement shall receive the following base salary increase

Effective January 1, 1991 - 4.0%

Effective January 1, 1992 - 5.0%

The wage rate adjustments stipulated above shall not apply to employees who voluntarily resigned or were severed from employment "for just cause" prior to execution of this Agreement.

B. Anything to the contrary in paragraph A above, notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same amount or percentage (as the case may be) as received by the unit at large the preceding January 1st. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive an increase in accordance with paragraph A.

C. Employees who receive promotional appointments to titles in higher grades during the term of this Agreement, shall receive payments as provided herein Article 8, as of the effective date of the promotional appointment; thereafter, they shall receive salary increases as provided in paragraph A above (e.g., if an employee receives a promotion on September 1, 1991, the employee on that date shall receive an amount indicated in Article 8 and on January 1, 1992, shall receive an additional increase as set forth in paragraphs A above. The employee shall be entitled to no

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additional increase on the first anniversary of the appointment to his/her new position).

D. Attached hereto as Schedule "B" is a schedule of minimum and maximum salaries which may be paid for each title in the grades set forth therein. New hires shall not earn a wage rate greater than the lowest paid employee in that title with like experience as of the hiree's date of employment. Compensation levels shall be initially determined by the Employer, but any dispute between the Union and the Employer shall be resolved by the Grievance Procedure.

E. The base annual salary paid to any full-time employee covered by this Agreement shall be not less than \$10,000.

ARTICLE 7 - SHIFT DIFFERENTIAL

A. Effective January 1, 1989, all employees in departments with shift operations shall be paid a shift differential of .45¢ per hour for the late afternoon/evening shift (up to 12 midnight) and a shift differential of .55¢ per hour for the late evening/early morning shift (after 12 midnight) if they work either shift.

B. In the event shift employees are required to work overtime in excess of 40 hours in any week, overtime shall be calculated on the base hourly rate inclusive of regular shift differential.



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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 amounts set forth in the table below. If the Employer wishes to grant the employee a salary increase greater than as set forth herein, the Employer shall notify the Union of such action prior to date of approval.

<u>Grade</u>	<u>Increase</u>
D05 through D08	\$560.00
D09 through D12	\$650.00
D13 through D17	\$750.00
D18 through D25	\$950.00

ARTICLE 9 - LONGEVITY

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

(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. 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

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

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 maximum annual benefit in the amount of \$1,000.00 for dental services and a 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. The Employer reserves the right in 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.

C. Disability

1. The Employer shall maintain the disability benefits insurance program during the term of this Agreement sponsored by John Hancock Mutual Life Insurance Company, 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 premium 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 waiting period prior to the benefit entitlement shall be thirty (30) days. Employees who choose to join the plan shall include benefits of seventy (70%) 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;

(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 their normal bi-weekly base salary.

(2) The Employer reserves the right in 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.

E. 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 Employer 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 Employer 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.

D. Prescription

The Employer shall provide a prescription payment benefits insurance program during the term of this Agreement, through Paid Prescriptions of Paramus of the Medco Group. which plan shall provide the same or equal coverage as that provided to the employees of the Bergen Pines County Hospital and shall be subject to the following:

(1) 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;

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

(3) Full premium to be paid by the Employer.

The Employer reserves the right in 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.

F. Eye Care

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

(a) 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

(b) 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

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

(d) The total reimbursement by the Employer does not exceed \$125.00 per year.

ARTICLE 11 - PERSONAL LEAVE DAYS

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

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



ARTICLE 12 - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A (1). The standard work week shall consist of five (5) days, Monday through Friday, from 9:00 A.M. to 4:30 P.M., with one hour off for lunch. The total work week is 32½ hours or 65 hours each two-week period.

(2). As to those employees having the titles set forth in Schedule "B", attached hereto, and those additional employees, whom the Employer and the Union shall agree should be added to this schedule from time to time (hereinafter referred to as Schedule "B" employees), the following shall be applicable:

(a) The standard work week shall consist of five (5) days Monday through Friday, the starting and ending times of each daily shift shall be negotiated between the Employer and the Union as well as any changes in such schedules that may occur from time to time thereafter. The total work week shall be forty (40) hours or eighty (80) hours each two (2) week period. However, the provisions contained in the preceding paragraph shall not apply to those Departments, where Schedule "C" employees, as of the commencement date of this contract, and for a period one year prior thereto, had regularly scheduled weekend work required; e.g., nurses in the jail, employees of youth services, and the health department.

(3). As to Schedule "CB" employees who are assigned to the Data Processing Department, they shall not be regularly scheduled for work on the weekends, it being agreed that the agreement to increase the number of hours worked during the regular work week



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was in return for the Employer's agreement not to include weekend hours in the employee's regular schedule; it is the present intent of the Employer to hire part time employees to cover the weekends.

B. Where the department has a shift operation, standard hours shall be established by the Department Head so as not to exceed sixty-five (65) hours in each two week pay period as to Schedule "A" employees or eighty (80) hours as to Schedule "B" employees.

C. The Department Head shall have the right, for the efficient operation of Employer 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 sixty-five (65) hours in each two-week period as to Schedule "A" employees and eighty (80) hours as to Schedule "B" employees in each calendar week.

D. Overtime

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

2. Overtime shall be paid as follows:

(a) For hours worked beyond  $32\frac{1}{2}$  hours per week, and up to and including forty (40) hours per week, payment shall be at straight time.

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

(c) All employees' standard hourly rate (annual salary divided by 1,690 hours of work) shall be used in computing overtime pay.

(d) Part-time workers shall not be entitled to time and

one-half pay unless they work more than forty (40) hours in a week.

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

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

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

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

(i) When an employee is required to work on a holiday, he shall receive 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 white-collar institutional workers, who shall either receive straight time for the hours



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worked on the holiday and receive an alternate day off for the holiday worked, or the employee shall receive double time for the hours worked on such holiday.

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

(k) At the option of the employee, overtime earned may be credited to the employee's Compensatory Time Off account to the extent permitted in the section covering Compensatory Time Off Account 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.

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

(m) Effective upon the ratification of this Agreement by the parties, an employee shall be entitled to a meal reimbursement commencing with the third hour beyond the employee's normal work day. The reimbursement shall not exceed \$5.00 and is payable upon the presentation of a paid receipt submitted to the Employer or its designee.

### 3. Overtime List

Overtime shall be assigned by the Department head on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Department Head with employees' names arranged according to seniority in each

title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he/she shall so indicate to the Department Head in writing and thereafter overtime 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.

#### 4. 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 (1½) times the hours worked, subject to the approval of the Department Head and the needs of the Department.



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ARTICLE 13 - PAY DURING ABSENCE

A. Unscheduled Absences

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

B. Scheduled Absences

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

C. Jury Duty

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

D. Sick Leave

1. If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's

Department Head or supervisor be notified, according to the department's procedure. Each department shall post in a central area and distribute to all employees, in writing, the procedure to notify the Employer of an absence. Failure to give prior notification shall result in disapproval of the request for sick leave or be considered as an unscheduled absence.

2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) consecutive work days or more, a doctor's certificate must be submitted. 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 an Employer physician if the Department Head 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;

(a) 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 (1½ 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.

5. Part-time employees are eligible for sick leave. The



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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.

6. Seasonal and per diem employees are not eligible for sick leave.

7. Sick leave may be granted for:

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

(b) Serious illness of 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.

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

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

8. Accumulated sick leave is forfeited upon separation from county 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 Employer 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 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 30 working days for each new separate injury. Payments shall be made in either of the following ways:

(a) A check issued by the Employer in the full sum of the employees' base salary. Upon receipt of compensation of checks for temporary disability during the said 30-day period, the employees shall endorse those checks over to the Employer. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Employer shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar forms sent to the employees at the conclusion of each year shall not show such payments as income.

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

If eligibility for such payments are 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. For institutional workers, the Employer retains the discretion to extend the thirty (30) day period for full payment to the employee.

(5) 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,

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sick leave so charged shall be recredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

(6) **Medical Proofs:** In order to limit the obligation of the Employer for each new separate injury, the Employer may require the employee to furnish medical proof or submit to 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 service.

(7) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, the employee shall submit to the Employer a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

(a) 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.

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

7. Bereavement Leave:

a. Employees shall be entitled to four (4) consecutive working days leave with pay, one 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 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.

G. Terminal Leave

1. Employees, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or employees who conclude their service with the Employer after reaching age 60 who are not covered by the Public Employee's Retirement System, shall be granted a terminal leave lump sum payment as follows:

(a) For retirements or terminations as shown in Section 1 above, each employee shall receive one-half of his or her 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 (12) month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed \$16,000.00.

(b) Upon each retirement or termination the employee may select, in lieu of the terminal benefit provided under subparagraph 1 above, a terminal benefit which is equal to one day of pay, computed as in subparagraph 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

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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.

2. Employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

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 or service 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.

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

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

(c) Employees on leave without pay for more than two 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 E.

2. Maternity Leave - A female employee, upon her request may



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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 Head shall schedule an appointment with the registered nurse in the Medical Clinic.

3. Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two 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.

1. Military Training Leave

(a) A full-time or part-time provisional or permanent

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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.

(b) A full-time or part-time provisional or unclassified employee who has been continuously employed by the Employer 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.

(c) A full-time or part-time, 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.



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ARTICLE 14 - VACATION

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

(1) 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.

(2) From the beginning of the second calendar year of employment to and including the fifth year of employment, employees earn vacation at the rate of  $1\frac{1}{2}$  days per month (15 days per year).

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

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.

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 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 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.

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 period.

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



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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.

10. 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.

11. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least one week 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

A. 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

B. General:

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

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

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

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

5. Those full-time employees who work on a holiday shall receive, at the option of the employee, either: i) payment at a

**ARTICLE 16 - PENSION:**

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

A. Membership in the contributory pension plan is compulsory for and only offered to all provisional employees who have served one (1) year, all permanent employees, and all unclassified employees. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement 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.

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 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  $\frac{3}{4}$  of 1% of base salary.

C. The total amount of life insurance payable to the employee's estate depends upon three things: Annual salary, age, and pension membership status at time of death. If actively



rate of time and one-half for all hours worked plus an additional day off for the hours worked, or, ii) standard time plus time and one-half for the hours worked. This shall not apply to white-collar institutional workers who shall receive compensation as set forth in the Article herein entitled "Work Schedule, Overtime, Compensatory Time Off". Any employee may obtain at his or her request, equivalent compensatory off in lieu of pay for all hours worked on the holiday schedule.

6. Part-time employees are eligible for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

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 - DISCIPLINARY ACTION/GRIEVANCE PROCEDURE:

A. Major Suspensions:

1. 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 provisional employee who 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 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 Employer Executive and shall file a written Notice of such Appeal with the County Executive within 10 days of receipt of the Preliminary Notice of Disciplinary Action. The Hearing Officer shall conduct a hearing no sooner than 10 nor more than 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 to the County Executive for his/her final consideration and determination. The procedure set forth by the New Jersey State Department of Personnel and the rules and regulations of the State Department of Personnel shall also be applicable to those employees who are subject to that.

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



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

4. A County employee not in the classified service, as defined by the 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 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.

**B. Grievance and Minor Suspensions:**

Any grievance relating to the position, wages or working conditions of an employee, including suspensions for five (5) days or less, fines, demotions and other disciplinary actions not covered in Paragraph 1, 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. 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.

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(2) The Department Head shall make a determination on the grievance within ten (10) days of the date it is received and shall advise the 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 designee, forwarding copies of all previous writings on the matter. The County Executive or designee shall determine whether a hearing is necessary on the grievance and if he/she finds that a hearing is needed, may either conduct the hearing or assign it to a Hearing Officer. The County Executive or his 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 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 or, in minor disciplinary actions, the decision of the Executive or his designee to an arbitrator appointed by the parties pursuant to the rules and regulations of the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey. The employee or the Union shall file a written demand for arbitration with the New Jersey State Board of Mediation within ten (10) 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

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or designee.

The decision of the Arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue(s) setting forth findings of fact, reasons and conclusions on the issue(s) submitted.

No one Arbitrator shall have more than one 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 has rendered his written decision which shall be done within 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 expenses 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 Shop Steward involved in the grievance shall be released from their County duties for reasonable periods of time for the purpose of handling such grievance matters. Reasonable advance notice for such release time shall be provided to the Department head or his/her designee. Such leave time shall not substantially interfere with County operations and/or the employee's normal job function except in emergent circumstances.

ARTICLE 19 - SENIORITY RIGHTS

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

B. Seniority shall be based on Civil Service title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the 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 emergent circumstances. Notice of shift changes shall be posted as early as possible but not later than one weeks prior to the effective date of the change.



ARTICLE 21 - 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 Treasurer, who shall remit same to the Union at regular intervals (on payroll dates).

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 14 days from the date of hire.

C. The Employer shall deduct from the pay of all Employer 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 (on payroll dates). 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

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negligence of the Employer.

ARTICLE 22 - OUT OF TITLE WORK

In the event a permanent employee is temporarily assigned by the Department Head to perform duties which are not set forth in the employee's job description and which are duties set forth in a higher title and the employee performs those duties during fifty percent (50%) of his/her working time, over a period in excess of one 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.



ARTICLE 23 - PERSONNEL FILE

All entries in an employee's personnel file shall be contained in both the Employer 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 Employer Personnel file. No entries, notations, documents, etc. which reflect on the employee's ability, performance or character shall be placed in a department file or in the Employer Personnel file without a copy first having been given to the employee and the employee having been given the opportunity to place his 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 24 - LAYOFFS

A. In the event layoffs become necessary, the provisions of the New Jersey Civil Service Act N.J.S.A. 11A:8-1 et seq., and all administrative rules and regulations adopted thereunder by the Department of Personnel 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 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 Employer 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, 1989.



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:

1. 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.

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

3. The cost to the Employer shall not exceed Fifty (\$50.00) Dollars per credit;

4. no employee shall be entitled to reimbursement for more than six (6) credits per year;

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

ARTICLE 27 - LICENSE COST REIMBURSEMENT

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

B. The following are examples of licenses, the cost of which would be reimbursed by the Employer: commercial driver's licenses (provided the employee is assigned duties requiring such a license).

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; 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 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 not be entitled to any salary or other payment, if the examination is required to be scheduled outside of the employee's normal working hours.



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ARTICLE 29 - ON-CALL PAY FOR CRISIS INTERVENTION EMPLOYEES:

Employees in the Crisis Intervention program of the Employer may be required to make themselves available by being "on-call" during periods of time not included in their regular work week. Attached hereto as Schedule "C" is a list of all titles of employees required to remain "on-call" as a term of their employment. Each employee who holds a title listed on Schedule "D" shall receive a weekly payment in the amount of Fifty (\$50.00) Dollars for each week "on-call" representing compensation for "on-call" time, which payment shall be made by the Employer to the individual employee.

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ARTICLE 30 - NOTIFICATION TO UNION OF CERTAIN HIREES

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

ARTICLE 31 - 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 from fifteen (15) to nineteen (19) hours per week.

C. The Employer shall have the right to hire, less than twenty (20) hours per week, part-time employees, upon the condition that there is a recognized employment need for them, the hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring of a twenty (20) hour per week employee, and five (5) days' written notification prior to the hiring is given to the Union.





ARTICLE 33 - UNIFORMS

Each nursing employee who is required to wear a uniform as a term of his/her employment shall receive an annual uniform allowance in the amount of \$100.00, payable the first payroll period after January 31 of each year of the Agreement.

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ARTICLE 34 - 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.



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ARTICLE 35 - 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.

