

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE COUNTY OF BERGEN

AND

UNITED SERVICE WORKERS LOCAL 655

Covering "blue-collar" employees

JANUARY 1, 2004 through DECEMBER 31, 2007

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PREAMBLE

THIS AGREEMENT is made this 19TH day of MAY, 2004 between the COUNTY OF BERGEN, hereinafter referred to as the "Employer," and the UNITED SERVICE WORKERS LOCAL 655, hereinafter referred to as the "Union".

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION AND DEFINITION

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

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 2004 through December 31, 2007

ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

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

B. Collective negotiations for the contract period beginning January 1, 2008 shall commence in accordance with the Rules and Regulations promulgated by the Public Employment Relations Commission.

C. Negotiation sessions shall begin at times which are mutually convenient to the parties and will conclude when either party so desires. The Union representatives (not exceeding the number shown in Section 1) on duty during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Union representatives for the negotiating sessions.

ARTICLE 4 - MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of County government. Except as otherwise provided herein, the Employer retains the exclusive right to hire, direct and schedule the work force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the work force observing demotional rights established by the New Jersey State Department of Personnel; to hire and lay-off employees in accordance with New Jersey State Department of Personnel procedures;

to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the work force; and, in all respects, to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely at the discretion of the County of Bergen by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE 5 - DISCRIMINATION AND COERCION

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

ARTICLE 6 - SALARIES AND WAGES

A. Retroactive to January 1, 2004, there shall be a three and one-half (3.50%) percent across-the-board base salary increase applied to all employees' base wages for those on the payroll as of the date on which the Agreement is ratified, except as noted herein.

B. On January 1, 2005, there shall be a three point sixty five (3.65%) percent across-the-board base salary increase applied to all employees' base wages except as noted herein.

C. On January 1, 2006, there shall be a three point seventy five (3.75%) percent across-the-board base salary increase applied to all employees' base wages, except as noted herein.

D. On January 1, 2007, there shall be a three point eighty five (3.85%) percent across-the-board base salary increase applied to all employees' base wages, except as noted herein.

E. If there is an increase in the minimum salary of the employee (see below); then the employee(s) will either receive the minimum increase (where applicable) or the raise(s) listed above, whichever is greater.

F. Anything to the contrary in the paragraphs 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.

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

H. Any employee hired after the signing of this Contract shall be paid at an hourly rate not to exceed the lowest rate paid to an existing incumbent in the same classification... and within the same Department...with like working experience in that discipline. If a new employee is brought in at a higher rate than that of an existent incumbent in the same classification then those at a lower rate than the new hire shall be made whole.

I. The annual base salary paid to any full-time employee covered by this Agreement shall be not less than:

- (1) \$18,000, effective January 1, 2004
- (2) \$19,000, effective January 1, 2005
- (3) \$20,500, effective January 1, 2006
- (4) \$22,000, effective January 1, 2007

J. Effective January 1, 2004, security personnel shall have their starting salary equalized with the minimum hourly salary for Sheriff Department personnel. No security personnel will receive less than \$11.57 per hour, effective January 1, 2004, inclusive of any

wage or adjustment herein.

K. If any employee receives a pay raise at salaries below the minimums in §I above, or is making a salary below the minimum, the employee will receive the greater of the minimum for the year in question or the across-the-board salary increase.

L. All employees of the bargaining unit, who make less than \$25,000 per year shall receive an additional base salary increase, as stated below, effective January 1, 2004 and each year thereafter until his/her salary reaches \$25,000 per annum. An employee shall only receive this increment until the increment and the percentage (%) raise, combined with the employee's base salary reaches \$25,000 per annum, even if the employee is required to receive less than the increment below:

1/1/04 - \$250.00

1/1/05 - \$275.00

1/1/06 - \$275.00

1/1/07 - \$300.00

M. All highway personnel titles which are specifically set forth and listed in Appendix A attached shall receive, in addition, where applicable, to increases and minimum adjustments herein the following increases:

\$.25/hour, effective January 1, 2004

\$.25/hour, effective January 1, 2006

In order to receive either or both increases, the employee(s) must be actively employed and on the payroll on the date(s) listed above. Employees who are not actively working shall not receive the increase(s) in question.

ARTICLE 7 – SHIFT DIFFERENTIAL

A. Effective January 1, 2004 (and every January 1 thereafter for the duration of the Agreement):

(1) For the 3:00 pm to 11:00 pm or 4:00 pm – 12:00 am (midnight)

- (a) 2004 - \$.55/hour
- (b) 2005 - \$.60/hour
- (c) 2006 - \$.65/hour
- (d) 2007 - \$.70/hour

(2) For the 11:00 pm – 7:00 am and 12:00 am (midnight) – 8:00 am

- (a) 2004 - \$.65/hour
- (b) 2005 - \$.70/hour
- (c) 2006 - \$.75/hour
- (d) 2007 - \$.80/hour

B. There shall be a weekend differential for all hours between 11:00 pm Friday through 7:00 am on Monday of \$.50/hour, effective January 1, 2004. Employees reporting to work and not completing their shift during the above weekend period(s) will receive the differential for all applicable shift hours during the weekend period(s) above, provided that the employee(s) works a minimum of one-half (1/2) of the shift hours they reported for.

ARTICLE 8 – PAYMENT ON PROMOTIONS

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

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

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

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

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

ARTICLE 9 – LONGEVITY

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

(1) Employees completing 72 months (6 years) of service:

(a) \$250.00 (2004)

(b) \$250.00 (2005)

(c) \$300.00 (2006)

(d) \$300.00 (2007)

(2) Employees completing 108 months (9 years) of service:

(a) \$500.00 (2004)

(b) \$500.00 (2005)

(c) \$600.00 (2006)

(d) \$600.00 (2007)

(3) Employees completing 168 months (14 years) of service:

- (a) \$900.00 (2004)
- (b) \$900.00 (2005)
- (c) \$1000.00 (2006)
- (d) \$1000.00 (2007)

(4) Employees completing 204 months (17 years) of service:

- (a) \$1100.00 (2004)
- (b) \$1100.00 (2005)
- (c) \$1250.00 (2006)
- (d) \$1250.00 (2007)

(5) Employees completing 276 months (23 years) of service:

- (a) \$1200.00 (2004)
- (b) \$1300.00 (2005)
- (c) \$1400.00 (2006)
- (d) \$1500.00 (2007)

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 portion 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 carriers or

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

Employees who complete twenty five (25) years of service in the New Jersey Public Employees Retirement System shall, at the time of their retirement from the County of Bergen, continue to receive health benefits under the same terms as County employees.

Employees will be required to obtain precertification on hospital admissions, chiropractic, physical therapy and all mental health counseling. Second opinions will be required on surgery. The County will pay all costs in securing second opinions. The level of benefits to employees has not changed. Failure to obtain precertification or second opinion will result in a penalty of doubling the annual deductible. Such penalty can be imposed only once a year. All employees will receive training and a booklet explaining the new program prior to the effective date of these changes.

All employees hired on or after July 1, 1997 shall be responsible for an increase in the deductible (\$200.00-individual; \$400.00-family). Effective January 1, 2004, all unit employees hired prior to July 1, 1997 shall have their deductible increased to \$150.00 individual/ \$300.00 family. Effective January 1, 2005, all unit employees shall have the following deductibles: \$200.00 individuals/ \$400.00 family.

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

B. Dental

The Employer shall maintain the currently effective dental benefits insurance program during the term of this Agreement sponsored by the New Jersey Dental Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program IIB, which plan shall provide for a maximum annual benefit in the amount of \$1,000.00 for dental services and a maximum annual benefit of \$1,000.00 for orthodontic services with a Twenty-Five (\$25.00) dollar deductible, per patient, per calendar year with a co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by

the Employer. The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change. Effective January 1, 2005, increase the annual maximum benefits to \$1,100.00; effective January 1, 2007, increase the annual maximum benefits to \$1,300.00.

C. Disability

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

(a) Effective July 1, 2004, the County will pay for the full cost of the County plan, pursuant to (b) below.

(b) The waiting period prior to the benefit entitlement shall be thirty (30) days. Employees who join the plan shall 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 normal bi-weekly base salary.

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

(2) The Employer reserves the right at its sole discretion to change to change insurance carriers or plan at any time provided that the coverage is substantially equivalent to that which is

already in affect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

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/or the Eye Care Plan at the expense of the Employer until either the employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The County Executive or his 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 insurance plan to all employees covered by this Agreement and with coverage for dependents, under the terms of which Plan:

- (1) There shall be a five dollar (\$5.00) co-payment for generic drugs and fifteen dollar (\$15.00) co-payment for name-brand drugs. Effective January 1, 2004, mail order prescriptions shall have a seven dollar and fifty cents (\$7.50) co-pay with an up to ninety (90) day supply.
- (2) The insurance company shall pay any all charges above the deductible payment made by the employee.
- (3) The Employer shall pay the full premium.
- (4) This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective upon three (3) months after an employee's hire date.
- (5) Each prescription shall be for a supply of medication not to exceed thirty (30) calendar days, except as set forth above.

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

E. Eye Care

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

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

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

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

(4) There shall be a two hundred (\$200) dollar benefit per year for employees and dependents (as defined by the Insurance plan(s)), but four hundred (\$400) dollars may be used collectively in years 2004 and 2005. There shall be a two hundred twenty five (\$225) dollar benefits for employees and dependents (as defined by the Insurance plans)), but four hundred fifty (\$450) dollars may be used collectively in years 2006 and 2007.

ARTICLE 11 - PERSONAL LEAVE DAYS

A. 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. Add one (1) additional day, effective January 1, 2005 and one (1) additional day, effective January 1, 2006.

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

ARTICLE 12 - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A. The standard work week shall consist of five (5) days, Monday through Friday, from 9:00 am to 4:30 pm, with one (1) hour off for lunch. The total work week for most unit employees is 32 ½ hours. Employees who, prior to the effective date of this agreement, worked 40 hours per week will continue such hours.

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

(2) Where the department has a shift operation, standard hours shall be established by the Department Head so as not to exceed thirty two and one-half (32 ½) hours in each week, or forty (40) hours weekly for employees who worked such hours prior to the effective date of this agreement.

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

(a) Management will advise and consult with the Union at least forty-five (45)

calendar days before implementation of the proposed change.

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

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

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

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

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

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

B. Overtime

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

(2) Overtime shall be paid as follows:

- (a) For hours worked beyond thirty two and one-half (32 ½) 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 (1 ½).
- (c) All employees' standard hourly rate shall be used in computing overtime pay.
- (d) Part-time workers shall not be entitled to time and one-half (1 ½) pay unless they work more than forty (40) hours in a week.
- (e) When a snow emergency is declared by the County Executive, time worked by white collar employees of that department other than the normal working hours, shall be paid at time and one half(1 ½).
- (f) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.
- (g) When an employee receives paid leave during the regular bi-weekly period, those hours shall be included in the computation of overtime for that period.
- (h) When an employee is called back to duty at the end of a regular tour, the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. The Employer may require that the four (4) hours be actually worked. This shall not apply in the case of employees required to work overtime immediately after the regular tour.
- (i) When an employee is required to work on a holiday, he shall receive time and one-half (1 ½) 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 (1 ½) for the hours worked. The option shall be that of the employee.

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

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

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

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

(3) Overtime List

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

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

(4) Compensatory Time Off

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

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 the 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

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

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

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 the 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

employee's credit from year to year during employment.

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

One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 1/4 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 amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked each pay period.

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

(7) Sick leave may be granted for:

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

(b) Serious illness of a member of the employee's immediate family or household (as defined in Bereavement Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergent nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days/year.

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

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

(8) Accumulated sick leave is forfeited upon separation from the County's service, except as provided for under "Terminal Leave" hereinafter.

(9) Effective 2004, the County will have a sick leave buy back program as follows:

(a) To be eligible, the employee must have at least thirty (30) sick leave days on the books as of October 31st of each year.

(b) The employee may sell back up to five (5) days per year.

(c) The employee must notify the County of his/her willingness to sell back days and the amount of the sell back as of November 15th of each year.

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

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

E. Injury Leave

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

(2) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers Compensation Insurance and shall not be made if the accident is proven to have been due to intoxication or substance addiction or willful misconduct on the

part of the employee. If an employee, absent from work due to an accident, illness or injury which is covered by Workers Compensation Insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

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

(4) Use of Injury Leave: Employees absent from due to an accident, illness or injury which is compensable under the Workers Compensation statutes or any policy of Workers Compensation Insurance applicable to the said employees and who have completed three (3) months' service with the Employer will be compensated by the Employer on a bi-weekly basis at the regular base rate of pay for a period not in excess of 30 working days for each new separate injury. Payments shall be made in either of the following ways:

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

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

If eligibility for such payments 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.

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

In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accrual, if available, retroactive to the date of injury, and/or to use vacation leave.

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

(7) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, the employee shall submit to the Employer a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty, and without restriction.

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

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

F. Bereavement Leave:

(1) Employees shall be entitled to four (4) consecutive working days leave with pay, one (1) day of which must be the day of burial in the event of the death of a member of their immediate family. Immediate family is defined as and is limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employees household at the time of demise. Effective January 1, 2005, employees, except as noted below, shall be entitled to one (1) day off (day of funeral) in the event of death of an employee's aunt, uncle and domiciled partner. Domiciled partner is defined as the existing designated beneficiary on the employee's insurance plan under PERS. The domiciled portion of this provision shall not apply to any employee not enrolled in PERS.

G. Terminal Leave

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

Terminal Leave Payment shall be no more than twenty-thousand (\$20,000.) dollars. In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that employee had been employed by the Employer for seven (7) consecutive years.

(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 for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Employer.

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

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

(c) Employees on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time, except the Employer may extend paid health benefits coverage as provided under Article 10, Section C.

(2) Maternity Leave - A female employee, upon her request, may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the Employer may approve a leave of absence without pay not to exceed six (6) months. A period of leave prior to the infant's birth shall be granted if medical necessity requires. Maternity Leave shall not extend beyond six (6) months following the birth of the infant regardless of whether such leave was with pay, without pay, or a combination of the two. Upon the expiration of the maternity leave provided herein a leave of absence, without pay, may be available as provided under

Subsection 1 above. A female employee who elects to return to active status following her maternity leave shall be returned to her regular employment. Upon the employee's request, her Department 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 (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the department head prior to requesting such leave.

(4) Military Training Leave

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

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

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

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

ARTICLE 14 - VACATION

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

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

(2) From the beginning of the second (2nd) calendar year of employment to and including the fifth (5th) year of employment, employees earn vacation at the rate of 1 1/4 days per month (15 days per year).

(3) From the beginning of the sixth (6th) year of employment and thereafter, employees earn vacation at the rate of 1 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. Per Diem employees have no vacation entitlement.

C. General

(1) When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off time or deducted from the employee's pay.

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

(3) Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon the termination of employment, the employee will not be allowed to receive pay in place of taking his/her earned vacation leave.

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

(3) From the beginning of the sixth (6th) year of employment and thereafter, employees earn vacation at the rate of 1 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. Per Diem employees have no vacation entitlement.

C. General

(1) When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off time or deducted from the employee's pay.

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(3) Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon the termination of employment, the employee will not be allowed to receive pay in place of taking his/her earned vacation leave.

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

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

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

The day of the holiday will be the actual holiday, unless the employee works a Monday through Friday schedule.

B. (1) Effective January 1, 2004, add Employee's Birthday to the list above. The employee will not receive the provisions of §c(5) if the employee actually works his/her birthday.

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

(3) If a holiday falls on the employee's day off, ne/she shall receive the day before off. Employees' birthdays which fall during their vacation shall receive the day off following the vacation period.

(4) Otherwise, the employee's birthday will be celebrated on the actual day in question, unless more than five percent (5%) of the employee's division have the same birthday, then the employee(s) will take their birthday during the week the birthday occurs.

C. General:

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

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

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

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

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

(a) Payment at a rate of time and one-half (1 ½) for all hours worked plus an additional day off for the hours worked, or

(b) Standard time plus time and one-half (1 ½) for the hours worked. Any employee may obtain at his or her request, equivalent compensatory time off in lieu of pay for all hours worked on the holiday schedule.

(6) Part-time employees are eligible for holidays at a straight time rate in an amount

equal to what they would have received if the day on which the holiday fell would have been a regular working day.

ARTICLE 16 - PENSION

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

A. Membership in the contributory pension plan is compulsory for and only offered to all "provisional employees who have served one (1) year, all permanent employees, and all unclassified employees. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the retiring member or beneficiary may qualify. Pension planning and advisory service are available in the Personnel Department. Employees are encouraged to make use of this service early in their careers.

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

C. The total amount of life insurance payable to the employee's estate depends upon three things: Annual salary, age, and pension membership status employed at the time of death. Insurance coverage is 1 ½ times the employee's annual salary or three (3) times if the employee has Contributory Life Insurance Coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him, but the total amount of coverage is reduced.

ARTICLE 17 – DISCIPLINARY ACTION/GRIEVANCE PROCEDURE

A. Grievance and Minor Suspensions

Any grievance relating to the wages, hours or working conditions of an employee, including suspensions for five (5) days or less, fines demotion or disciplinary actions shall be handled in the manner set forth below and at all stages of the grievance procedure the employee shall be represented by the Union. No grievance may be filed by an employee or the Union on his/her behalf who has previously resigned or retired from the employ of the County, unless said grievance is in response to an action taken by the County subsequent to the employee's resignation or retirement.

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

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

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

(3) The Union may appeal the decision of the Department Head by appealing to the County Executive or designee, 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 Union, the Union shall have the right to submit the grievance which is a claimed violation, misinterpretation or misapplication of the terms of this Agreement and the County's policies directly affecting the employees of the Union or, in minor disciplinary actions, the decision of the County Executive or his designee to an arbitrator appointed by the parties pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, Trenton, New Jersey. The Union shall file a written demand for arbitration with the New Jersey Public Employment Relations Commission within 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 or designee.

The decision of the Arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue(s) submitted. No one (1) Arbitrator shall have more than one (1) substantive grievance submitted to him, and under consideration by him, at any one (1) time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an Arbitrator until he/she has rendered his/her written decision which shall be done within forty five (45) calendar days from the close of the Hearing.

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

B. Major Suspensions

(1) In any case where a permanent employee in the classified service, as defined in Title 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 County Executive and shall file a written Notice of such Appeal with the County Executive within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action. The Hearing Officer shall conduct a hearing no sooner than ten (10) nor more than thirty (30) days after service of the notice of appeal unless mutually extended. The Hearing Officer shall make specific findings of fact and report those findings and conclude the matter. The procedure set forth by the New Jersey 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.

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

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

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

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

(5) No grievance may be filed by an employee or the Union on his/her behalf who has resigned or retired from the employ of the County, unless said grievance is in response to an action taken by the County subsequent to the employee's(s') resignation or retirement.

ARTICLE 18 - RELEASE TIME

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

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

ARTICLE 19 - SENIORITY RIGHTS

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

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 NJ Department of Personnel, seniority shall be based upon length of service with the Employer.

ARTICLE 20 - SHIFT CHANGES

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

ARTICLE 21 -DUES/AGENCY REPRESENTATION FEE

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

B. Notwithstanding anything to the contrary in this Article, the Employer shall have no obligation to make dues deductions until and unless it receives the signed authorization from the employee in accordance with the Union Authorization Form. The Employer shall notify the Union President of new employees no later than fourteen (14) days from the date of hire.

C. The Employer shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Employer written notices authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues and shall forward the amount to the Union at regular intervals. The Union shall provide the Employer with written certification at least, on an annual basis, as to the sum to be deducted in lieu of dues.

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

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

ARTICLE 22 – OUT OF TITLE WORK

In the event a permanent employee is temporarily assigned by the Department Head to perform duties which are not set forth in the employee's job description and which are duties set forth in a higher title and the employee performs those duties during fifty percent (50%) of his/her working time, over a period in excess of one (1) month, the employee shall be forthwith provisionally appointed by the Employer to the said higher title and shall be paid accordingly, pending the results of a promotional examination issued by the NJ Department of Personnel. 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's Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc. shall be placed in department files which are not also placed in the Employer's Personnel file. No entries, notations, documents, etc. which reflect on the employee's ability, performance or character shall be placed in a department file or in the Employer Personnel file without a copy first having been given to the employee, and the employee having been given the opportunity to place his 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 (1) or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

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

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 thirty (.30) cents per mile, effective July 1, 2004. Effective January 1, 2005, the mileage rate shall be at the IRS rate.

ARTICLE 26 – TUITION REIMBURSEMENT

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

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

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

C. Tuition Reimbursement shall not exceed:

(1) nine hundred dollars (\$900) per year (\$150 per credit), effective July 1, 2004;

(2) one thousand three hundred fifty dollars (\$1350) per year (\$175 per credit), effective July 1, 2005;

(3) one thousand eight hundred dollars (\$1800) per year (\$200 per credit), effective January 1, 2007.

D. 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 license (provided the employee is assigned duties requiring such a license); Plumber Foreman License; Gold Seal, Red Seal Stationery Engineer Second Class, Blue Seal Stationary Engineer Third Class, and all licenses above the basic Black Seal License; Certified pesticide applicator registration; and, License to operate a bus.

ARTICLE 28 – PHYSICAL EXAMINATION

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

part of the employee.

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

ARTICLE 29 – WORK BREAK

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

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 by the Employer, prior to each such hiring whenever possible. The Employer will notify the Union, in writing, of any intention to hire through a personnel agency, rather than directly.

ARTICLE 31 – PER DIEM EMPLOYEES

A. Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement.

B. The Employer shall have the right to hire, less than twenty (20) hours per week, per-diem employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring of a twenty (20) hour per week or greater employee.

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 all members so request a meeting. 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 – UNIFORMS

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

- | | |
|---|----------|
| (a) For those known as "outside" workers | \$250.00 |
| (b) For those known as "inside" workers | \$150.00 |
| (c) For those known as "exceptions;" | \$250.00 |
| (d) For those known in various "food service" titles: | \$50.00 |

Effective January 1, 2004 and January 1, 2007, the amounts above will increase by \$50.00.

(2) All employees hired after January 1, 1999 shall receive a uniform allowance as follows:

- | | |
|---|----------|
| (a) For those known as "outside" workers | \$300.00 |
| (b) For those known as "inside" workers | \$250.00 |
| (c) For those known as "exceptions;" | \$350.00 |
| (d) For those known in various "food service" titles: | \$75.00 |

Effective January 1, 2004 and January 1, 2007, the amounts will increase by \$50.00.

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

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

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

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

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

(5) Bargaining unit employees required to wear work boots shall receive a \$50.00 annual allowance, effective January 1, 2006.

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:

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

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

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

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

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

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

F. 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.

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

ARTICLE 34 – EMPLOYMENT OPPORTUNITIES

Effective as of the signing of this agreement, the County agrees to establish an interview list of Union members for employment opportunities throughout the County. The County will call the list as job openings occur, consistent with New Jersey Department of Personnel rules.

ARTICLE 35 – SEVERABILITY

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

ARTICLE 36 – UNION RIGHTS

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

The Union shall have the right to post Union notices on available bulletin boards for

general purposes and/or those normally used to post notices to employees.

Union employees or the President shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute, upon reasonable notice to the Personnel Officer.

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

ARTICLE 37 – FIRST AID EQUIPMENT

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

ARTICLE 38 – TOOL ALLOWANCE

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

(1) 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.

(2) 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 foreman; mason and plasterer; maintenance repairer; maintenance repairer carpenter; maintenance repairer electrician; maintenance repairer foreman; maintenance repairer general foreman; maintenance repairer roads and bridges; maintenance repairer mason plasterer; maintenance repairer plumber; maintenance repairer; senior maintenance repairer carpenter; senior maintenance repairer electrician; senior maintenance repairer locksmith; senior maintenance repairer plumber; senior maintenance repairer roads and bridges; general foreman;

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

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

ARTICLE 39 – MISCELLANEOUS

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

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

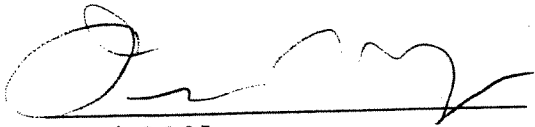
ARTICLE 40 – CONTINUATION OF CONTRACT PROVISIONS

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.

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

For the County of Bergen


For: UNITED SERVICE WORKERS,
LOCAL 655



Dennis McNerney,
County Executive

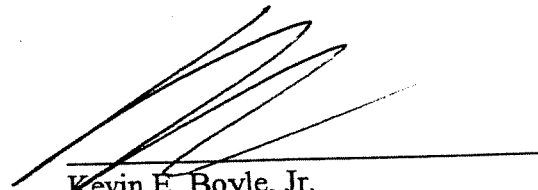


Ken Karwoski
President, USW Local 655



~~Ralph W. Kornfeld,
Personnel Director~~

Timothy J. O'Leary
County Administrator

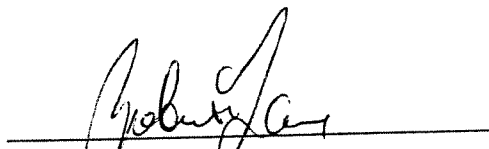


Kevin E. Boyle, Jr.
Public Sector Coordinator



Ed Kahn
Representative, USW

ATTEST:


Attorney At Law of New Jersey

ATTEST:

