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AGREEMENT - County of Bergen  
and  
Council #5, New Jersey Civil Service Association  
Blue Collar Employees 1976 and 1977

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NEW JERSEY

This agreement is made this 24 day of September, 1976,

between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as "County" and Council #5, New Jersey Civil Service Association, hereinafter called the "Association."

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

Now, therefore, the parties agree as follows:

ARTICLE 1 - Recognition

The County hereby recognizes the Association as the exclusive 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, Shade Tree Commission, Department of Public Works, Mosquito Commission, Sanitary Landfill, Public Safety Education, County Jail and Child Welfare Department; but excluding all other Bergen County employees, policemen and supervisors within the meaning of the Act and all employees of Bergen Pines County Hospital," in accordance with the certification of the Public Employees Relations Commission, dated January 9, 1973, Docket No. RO-126. (See Schedule A, attached hereto, for list of titles).

ARTICLE 2 - Term of Agreement

This agreement shall be in force from January 1, 1976, through December 31, 1977.

ARTICLE 3 - Collective Negotiating Procedure

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

2. Collective negotiations for the contract period beginning January 1, 1978, shall commence on or about June 1, 1977.

3. Negotiating sessions shall begin at times which will permit at least five (5) consecutive hours of negotiation and shall continue for at least such period and the Association representatives (not exceeding the number shown in Section 1) on duty during the periods agreed upon for negotiation 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 Association 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. The County 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 Civil Service; to hire and lay off employees in accordance with Civil Service 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 County or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association, or any of its agents, shall not intimidate or coerce employees into membership. Neither the County nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6 - Salaries and Wages

1. Employees in titles covered by the white collar unit designated by Public Employment Relations Commission, which employees commenced employment with the County prior to January 1, 1976, shall receive salaries based upon the step system schedule attached hereto as Schedule B and subject to the following conditions:

a. First year step introduction:

All employees covered by this contract shall be placed in that system effective with the first payroll period of 1976. Each employee shall receive a salary increase in an amount which will move that employee to that step within the system which is next higher than the base salary that employee was earning as of the first payroll period of 1976 (inclusive of all retroactive benefits). If the salary adjustment to that higher step is less than 5% or less than the incremental increase for that grade as appears in the margin of the schedule attached hereto, the employee will receive an additional payment in a lump sum in an amount sufficient to provide a total increase over the base salary being received as of the first payroll period of 1976 (inclusive of all retroactive benefits) of 5% or the amount of the said incremental increase for the employee's grade, whichever is greater, except that no adjustment may exceed a total of \$1,000 for 1976 (see example 1 on Schedule C, attached hereto).

Those employees at the maximum step of their grade in the step system as of the first payroll period of 1976 (inclusive of all retroactive benefits) will receive a payment in a lump sum equal to 5% of their salaries as of the said first payroll period or a payment in a lump sum equal to the said incremental increase for their pay grade, whichever is greater, but not to exceed a

total increase of \$1,000; this lump sum payment shall not be added to their base salaries.

b. Second year:

Effective the first payroll period in 1977, each eligible employee will move to the next step in the schedule of the step system, attached hereto, above the one in which the employee had been placed, as of the first pay period of 1976, except that those employees whose salaries as of the first payroll period of 1976 (inclusive of all retroactive benefits) placed them more than halfway to the next higher step in 1976 will skip a step and be moved up to the second higher step above the one in which they were placed in 1976 (see example 2 on Schedule C, attached hereto); however, in 1977, any employee skipping a step shall not receive more than a \$1,000 increase over the actual total amount received by that employee as salary or lump sum in 1976 (cost of living, longevity payments, etc., shall not be included in these computations for either 1976 or 1977) (see example 3 on Schedule C).

i) Employees at the maximum step of their grade as of the said first payroll period of 1976 will move to the "additional step" as set forth on the schedule attached hereto, effective the first pay period of 1977.

ii) Each employee whose salary as of the first payroll period of 1976 (inclusive of all retroactive benefits) placed him or her halfway or less to the next higher step in 1976 will receive in 1977, in addition to his or her movement to the next higher step, a lump sum payment equal to one-half the difference between (a) the sum of the actual monies received by the employee in 1976 under this Agreement (salary, plus lump sum payment), plus the incremental increase for the employee's grade, and (b) the amount of the employee's 1977 base salary as shown on Schedule B (see example 1 on Schedule C, attached hereto).

c. Subsequent Years:

Employees shall move to the next higher step on the said salary schedule at the first pay period of each subsequent year, until they obtain the maximum salary set forth for their grade.

2. Employees in titles covered by the blue-collar unit designated by the Public Employment Relations Commission, who commenced or will commence employment with the County on or subsequent to January 1, 1976, or, who, through promotion, transfer or otherwise, will enter a new grade subsequent to the day prior to the execution of this Agreement shall receive salary increases in accordance with paragraph 1, above, subject, however, to the following:

a. the said employees shall commence step adjustments in the said step system on the first payroll period following the anniversary date of their commencement of service with the County, or of their commencement of service in their new grade; thereafter, movement in the said step system shall take place at the first pay period of each subsequent year and shall be in accordance with the provisions of paragraph 1, above.

3. Each employee in a title covered by the blue-collar unit designated by the Public Employment Relations Commission, who, through promotion, transfer or otherwise, entered a new grade between January 1, 1976, and the day prior to the execution of this Agreement, shall be placed in the step system in accordance with the following procedure:

a. For the purpose of determining the amount of the employee's base salary and lump sum entitlement for the period from January 1, 1976, to the date of the employee's promotion, the promotion shall be disregarded and the base salary and lump sum amount shall be computed accordingly;

b. For the purpose of determining the amount of the employee's base salary for the period from the date of the promotion to the first anniversary date thereafter, there shall be added to the 1976 base salary arrived at in paragraph (a), above, the salary increase received by the employee at the time of his or her promotion. Using this as the employee's base salary, the employee shall move in the step system under the same circumstances and conditions as an employee promoted subsequent to the date of this Agreement, as set forth in paragraph 2 above. This provision shall in no way be interpreted to interfere with the County's prerogatives regarding promotional policies, except as expressed herein.

4. Shift Differential

a. Employees in departments with shift operations shall be paid a shift differential of \$.20 per Hour for the late afternoon-evening shift (up to 12 midnight) and a shift differential of \$.25 per hour for late evening-early morning shift (after 12 midnight), if they work either shift.

- b. In the event employees eligible for shift differential are required to work overtime, their overtime shall be computed with regard to base pay and not as the combination of base pay and shift differential.
- c. Employees who are classified as not eligible for overtime or compensatory time off shall not be eligible for shift differential.

ARTICLE 7 - Longevity

- 1. Payments shall be made to employees with unbroken, continuous, long-term service to the County as follows:
  - a. Employees completing 72 months (6 years) of service shall receive \$100.
  - b. Employees completing 108 months (9 years) of service shall receive \$200.
  - c. Employees completing 168 months (14 years) of service shall receive \$400.
  - d. Employees completing 228 months (19 years) of service shall receive \$600.
- 2. Longevity payments shall be paid in lump sum in 1976 and shall be included as part of the base salary in 1977.
- 3. Part-time employees must work a minimum of 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.
- 4. Seasonal and per diem employees are not eligible.

ARTICLE 8 - Health Benefits

- 1. Premiums for the current State Health Benefits Plan, now provided for County employees and their eligible dependents, shall continue to be paid by the County. Employees must work at least 20 hours per week to be eligible for coverage.
- 2. Seasonal and per diem employees are not eligible.



ARTICLE 9 - Cost of Living

1. Taking the 1972 consumer price index increase of 4.45% as a base for 1976, cost-of-living payments shall be made as follows:

a. If, in 1976, the cost-of-living index as determined by the Bureau of Labor's Consumer Price Index for the New York Metropolitan area increases over the prior year by more than 4.45% (the 1972 percentage), each employee shall receive a payment in 1977 representing the difference between 4.45% and the index percent increase for 1976.

Base salary for 1976 shall be used in payment computation. If the cost-of-living index does not increase by more than 4.45% in 1976, no payment will be made.

b. If, in 1977, the said Bureau of Labor's consumer price index percentage increases over the prior year by more than 4.45% (the 1972 percentage), each employee shall receive a payment in 1978 representing the difference between 4.45% and the 1977 index percentage increase. Base salary for 1977 shall be used in payment computation. If the 1977 index percentage is not higher than 4.45%, no payment will be made.

c. Cost-of-living payments shall be added to the base rate increasing the step system schedule by the increased amount.

d. There shall be no lump sum payment for 1976 or 1977.

ARTICLE 10 - Personal Leave

1. Each employee in the blue-collar unit shall be entitled to take one day of personal leave with pay for 1976 and one day for 1977. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

2. Seasonal and per diem employees are not eligible.

3. Employees must be employed for 3 months before becoming eligible for personal leave.

ARTICLE 11 - Work Schedule, Overtime, Compensatory Time Off

1. The standard work week shall consist of 40 hours per week in accordance with the work schedule established by the appropriate department heads, except in those cases where prior custom has established a work week of less than 40 hours (such as graduate nurses in Health Department and Edna B. Conklin Child Welfare Home).

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

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

4. Overtime:

a. Employees in those titles on the attached Schedule A who were not eligible for overtime in 1975 shall not be eligible for overtime during the term of this Agreement.

b. Employees who are eligible for overtime and work such overtime shall be paid as follows:

(1) For the type exception covered in Article 11, Section 1 (above), hours worked beyond standard time shall be paid at straight time up to and including 40 hours per week.

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

(3) The employees standard hourly rate (his annual salary divided by 2,080 annual hours of work) shall be used in computing overtime pay, except that in the case of those exceptions referred to above, the standard number of annual hours of work shall be used in computing overtime pay. In addition, those employees whose standard work week is less than 40 hours shall only be paid at straight time until they have worked 40 hours, and thereafter they shall be paid time and one-half.

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

(5) When a snow emergency is declared by the Department of Public Works, employees required to work overtime shall be entitled to meal money of \$.75 per hour up to a maximum of \$3.00 per tour. Employees in the Sanitary Landfill Division of the Public Works Department shall be entitled to a meal allowance of \$2.00 per day during annual clean-up weeks, if they are required to work beyond their normal scheduled hours.

(6) 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.

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

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

(9) When an employee, other than an employee in the exempt category, is required to work on a holiday, he shall receive 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 for the hours worked. The option shall be that of the employee. This shall not apply to blue-collar institutional workers, who shall receive straight time for the hours worked on the holiday, and, in addition, such employee shall either receive an alternate day off for the holiday worked; or the employee shall receive double time for the hours worked on such holiday.

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

(11) Overtime earned may be credited to the employee's Compensatory Time Off account to the extent permitted in the section covering Compensatory Time Off and as limited by applicable Federal and state regulations. The taking of such Compensatory Time Off may be arranged only at the discretion of the Department Head.

5. Compensatory Time Off - Employees who work in excess of regular hours may elect to take CTO by the end of the pay period within which the extra hours were worked. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Department Head and subject to the needs of the department. If the extra time is in excess of forty (40) hours,

the employee may elect to take off one and one-half (1 1/2) times the hours worked prior to the end of the pay period within which the said extra hours were worked, subject to the approval of the Department Head and the needs of the department.

ARTICLE 12 - Pay During Absence

1. **Unscheduled Absences** - If, for any reason, an employee is unable to report for duty, he 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.

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

3. **Jury Duty** - A Leave of Absence shall be granted to an employee called for jury duty. This Leave of Absence shall not be charged against 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 County.

4. **Sick Leave**

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

employee's Department Head or supervisor be notified, according to the department's procedure. Failure to give proper notification could result in disapproval of the request for sick leave or be considered as an unscheduled absence.

b. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Department Head. The Department Head retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a county physician if the Department Head has any questions as to the employee's condition.

- c. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.
- d. Sick leave is earned and accumulated in the following manner:
- (1) One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1-1/4 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.
- e. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.
- f. Seasonal or per diem employees are not eligible for sick leave.
- g. Sick leave may be granted for:
- (1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
  - (2) Serious illness of member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
  - (3) In case of extended illness, the employee may use accrued Compensatory Time Off or Vacation Leave.

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

5. Injury Leave

a. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is covered by Workmen's Compensation insurance.

b. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workmen's Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury covered by Workmen's 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 County until such conditions have been fulfilled.

c. The payments enumerated above will be made for a period not in excess of ninety (90)<sup>working</sup> days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

d. Use of injury leave - Employees absent from duty due to an accident, illness or injury covered by Workmen's Compensation insurance, who have completed three (3) month's service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of



Workmen's Compensation under the terms of the New Jersey Workmen's Compensation Act.

e. Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job. In the event that the State 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 State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

f. Medical Proofs - In order to limit the obligation of the County for each new separate injury, the County may require the employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County service.

g. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit 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.

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

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

6. Funeral Leave

a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate family.

Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

7. Terminal Leave

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

(1) Option 1 - One-half of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve-month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed \$12,000.

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

In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that employee has been employed by the County for seven (7) consecutive years.

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

8. Leave of Absence

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

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

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

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

b. Maternity Leave - a female employee, upon her request may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the County may approve a leave of absence without pay not to exceed six (6) months. Upon the employee's request, her department head shall schedule an appointment with the registered nurse in the Medical Clinic.

c. Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the department head prior to requesting such leave.

d. Military Training Leave -

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

(2) A fulltime or parttime provisional or unclassified employee who has been continuously employed by the County for at least one full year, at the time such military training is to commence, shall be granted a

leave of absence with pay as provided in section (1) above.

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

ARTICLE 13 - Vacation

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

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

b. From the beginning of the second year to and including the fifth year, employees earn vacation at the rate of 1-1/4 days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, employees earn vacation at the rate of 1-2/3 days per month (20 days per year).

2. Parttime employees are eligible for vacation leave. The amount earned is proportional to the allowance of a fulltime employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

3. Seasonal, summer or per diem employees are not eligible for vacation leave.

4. General

a. When employees complete their first six (6) months of employment they may ask to take the balance of their

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

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

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

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

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

f. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.

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

- h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
- i. Seasonal and per diem employees are not eligible for vacation leave.
- j. If a holiday, observed by the County, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off may be requested.
- k. Every effort is made to arrange vacation schedules to meet the individual desires 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.

ARTICLE 14 - Holidays

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

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

2. Holiday Schedule

<u>Holiday</u>	<u>Will Be Observed On</u>
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Columbus Day	Second Monday in October

3. General.

- a. If a holiday falls during an employee's vacation, an additional day of vacation shall be granted.
- b. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave. *Terminal Leave 9/2 9/26*
- c. Holidays falling during an unpaid leave of absence will not be credited.
- d. A Department Head, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.
- e. Those fulltime employees not expressly exempted from overtime who work on a holiday, shall receive, at the option of the employee, either: i) payment at a rate of time and one-half for all hours worked plus an additional day off for the day 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 Article II, para. 4 (b) (9), above. Employees may request equivalent compensatory time off in lieu of pay for all hours worked on the holiday.
- f. Parttime employees shall be paid 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.



g. Seasonal and per diem employees are not entitled to holidays.

ARTICLE 15 - Pension

The County shall continue in effect the pension plan offered to its employees in 1975, which is described, in part, as follows:

1. Membership in the contributory pension plan is compulsory for and only offered to permanent or unclassified employees of the County who earn more than \$500 a year. 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.

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

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

ARTICLE 16 - Suspension & Grievance Procedure

1. Major Suspensions

a. In any case where a permanent employee in the classified service, as defined in Title 11 of the Civil Service Rules of the State of New Jersey, or where a temporary or provisional employee who has been employed by the County for at least 90 days, is issued a Preliminary Notice of Disciplinary Action involving: (1) suspension of more than five (5) days at one time; (2) suspensions or fines more than three times or for an aggregate of more than fifteen (15) days in one calendar year; (3) demotion; (4) removal, that employee shall have the right to appeal for a hearing before a Hearing Board of the Board of Chosen Freeholders.

The Hearing Board shall be the standing committee which has jurisdiction over the department of the employee seeking the appeal. The Hearing Board shall conduct a hearing and shall make specific findings of fact and report those findings to the Board of Chosen Freeholders of Bergen County for its final consideration and determination. The procedures set forth in the Civil Service Rules for the State of New Jersey shall also be applicable.

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

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

d. A County employee not in the classified service, defined in the Civil Service Rules for the State of New Jersey, appointed by resolution of the Board of Chosen Freeholders of Bergen County and serving at the pleasure of said Board is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

2. Grievances and Minor Suspensions

a. Any grievance relating to the position, wages or working conditions of an employee, including suspensions for less than five days, fines, demotions and other disciplinary actions not covered in paragraph 1 above, shall be handled in the manner set forth below and at all stages

of the grievance procedure, the employee may elect to be represented by the Association or to represent himself or herself.

(1) The employee should discuss the grievance with his immediate supervisor. If the employee or the Association is not satisfied with the result of the discussion, the employee or the Association 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 Association may begin the procedure with the written notice to the department head.

(2) The department head shall make a determination on the grievance within five (5) days of the date it is received and shall advise the employee and the Association of the decision in writing.

(3) The employee or the Association may appeal the decision of the department head by appealing to the County Administrator, forwarding copies of all previous writings on the matter. The County Administrator shall determine whether a hearing is necessary on the grievance and if the Administrator finds that a hearing is needed may either conduct the hearing or assign it to a Hearing Officer. The County Administrator 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 Association.

(4) If the decision of the County Administrator is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit only such grievances which are claimed violations,

misinterpretation or misapplication of the terms of this agreement and the County's policies directly affecting the employees or the Association to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to appeal to the County Administrator within ten (10) days of the receipt by the employee and the Association of the County Administrator's decision. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE 17 - Released Time

In order to provide the orderly handling of grievance matters, the President, Grievance Chairperson, and Chairperson of the Board of Directors of the Association shall be released from their county duties for reasonable periods of time for the purpose of handling such grievance matters.

ARTICLE 18 - Seniority Rights

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

2. Seniority shall be based on Civil Service title seniority which shall commence with the date of certification in that title.

3. As to any blue collar employees working at the office of the Superintendent of Elections and Commissioner of Registration who received their first Civil Service certifications during the year 1975, seniority rights, as among themselves, shall be based upon the length of service in the job or title, whose duties were substantially similar to the duties under the title in which such employees were certified by Civil Service. The above is subject to the rules and regulations of the Civil Service Commission.

ARTICLE 19 - Shift Changes

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

ARTICLE 20 - Dues Checkoff

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

ARTICLE 21 - 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 Civil Service job description and which are duties set forth in a Civil Service job description of a higher title and the employee performs those duties during fifty percent (50%) of his working time, over a period in excess of four (4) months, the employee shall be forthwith provisionally appointed by the County 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 to the said title, the employee will revert to the previous permanent 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 22 - Personnel File

All entries in an employce's personnel file shall be contained in both the County Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc., shall be made or kept in a department file which are not also made or kept in the County Personnel file.

ARTICLE 23 - Layoffs

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

2. Notice shall be forwarded to the Association by the County Administrator of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45)

days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Association.

ARTICLE 24 - Use of Personal Vehicle

Whenever an employee is required to use his or her own vehicle on County business, he or she shall be compensated for such usage at the rate of \$0.14 per mile.

ARTICLE 25 - 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.

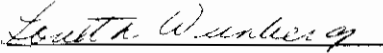


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.


COUNTY OF BERGEN

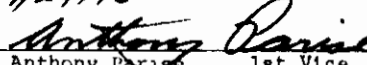
BY: 

ATTEST:

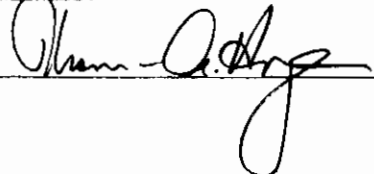
  
Sept 23, 1976  
5:15 P.M.


BERGEN COUNCIL NO. 5  
NEW JERSEY CIVIL SERVICE ASSOCIATION

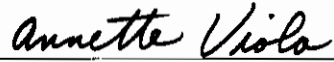
BY:   
Agneta Hastings, President  
9/24/76

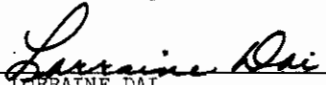
  
Anthony Parisse, 1st Vice President

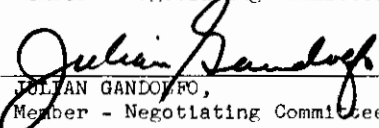
WITNESS:



  
GEORGE G. GALLAGHER,  
Member - Negotiating Committee

  
ANNETTE VIOLA,  
Member - Negotiating Committee

  
LORRAINE DAI,  
Member - Negotiating Committee

  
JULIAN GANDOLFO,  
Member - Negotiating Committee

<u>CODE</u>	<u>TITLE</u>	<u>GRADE</u>
344040	ARMORER	DUA*
070150	ASPHALT RAKER	10
070130	ASPHALT WORKER	10
181020	ASSISTANT BUILDING SERVICE SUPERVISOR	15
380055	ASSISTANT CHIEF INSPECTOR, MOSQUITO EXTERMINATION COMMISSION	16
	ASSISTANT CONSTRUCTION INSPECTOR	14
	ASSISTANT AUTOMOTIVE MECHANIC FOREMAN, M/W	15
073110	ASSISTANT ROAD FOREMAN, M/W	14
076040	ASSISTANT TRAFFIC MAINTENANCE FOREMAN, M/W	13
042130	AUTOMOTIVE MECHANIC	12
	AUTOMOTIVE MECHANIC FOREMAN, M/W	18
037030	BLACKSMITH	13
	BOILER ROOM ATTENDANT	DUA* F
080060	BRIDGE ATTENDANT	7
080040	BRIDGE OPERATOR	8
181120	BUILDING MAINTENANCE WORKER	7
181090	BUILDING MAINTENANCE WORKER FOREMAN, M/W	15
181010	BUILDING SERVICE SUPERVISOR	16
181070	BUILDING SERVICE WORKER	7
181060	BUILDING SERVICE WORKER FORELADY, M/W	10
030020	CARPENTER FOREMAN, M/W *	15
090040	CHAUFFEUR	12
080010	CHIEF BRIDGE OPERATOR	14
090010	CHIEF CHAUFFEUR	14
323100	CHILDREN'S SUPERVISOR	8
	CLERK ENUMERATOR	9
481040	CLINICAL PSYCHOLOGIST, NARCOTICS SHELTER	20*
682040	COMPUTER OPERATOR (P/T)	DUA

\*Title exempt from Overtime.

Revised to: 7/2/75

151080	CONSTRUCTION INSPECTOR	17	
002080	COOK	10	
002085	COOK, PENAL INSTITUTION	9	
332140	COUNTY CORRECTION OFFICER	ANB	PE
	COUNTY POLICE, PARK RANGER	ANX	PE
190060	DREDGE MATE	16	
043130	DREDGE MECHANIC	18	
190030	DREDGE OPERATOR	18	
050120	DUMP CARETAKER	10	
033150	ELECTRICIAN	14	
033090	ELECTRICIAN FOREMAN, M/W	16	
033150	ELECTRICIAN, PUBLIC WORKS	16	
022020	ELEVATOR OPERATOR	7	
124050	ENGINEERING AIDE	8	
092620	EQUIPMENT OPERATOR	12	
092740	EQUIPMENT OPERATOR, SANITARY LANDFILL	12	3
302145	EXTRADITION CLERK AND ITALIAN INTERPRETER	ANX*	PER
003130	FOOD SERVICE WORKER	7	2
380110	FOREMAN, MOSQUITO EXTERMINATION COMMISSION, M/W	14	3
093260	GARAGE ATTENDANT	8	2
154050	GARDENER	9	2
050035	GENERAL FOREMAN, SANITARY LANDFILL, M/W	17	4
420400	GRADUATE NURSE	16	3
	GRADUATE NURSE, NARCOTICS	ANX	8,5
333060	GUARD, PUBLIC PROPERTY	6	2
002025	HEAD COOK, PENAL INSTITUTION	16	
420300	HEAD NURSE	17	

	HEALTH EDUCATOR, DRUG ABUSE	ANX*
092490	HEAVY EQUIPMENT OPERATOR	14
092200	HEAVY EQUIPMENT OPERATOR, FOREMAN M/W	16
092520	HEAVY EQUIPMENT OPERATOR, MOSQUITO EXTLRMINATION COMMISSION	14
092610	HEAVY EQUIPMENT OPERATOR, SANITARY LANDFILL	14
164120	HIGHWAY AND BRIDGE INSPECTOR	15
380080	INSPECTOR, MOSQUITO EXTERMINATION COMMISSION	11
	INVESTIGATOR, NARCOTICS TASK FORCE	ANG*
020140	LABORER (Hiring Rate)	8
	LABORER DREDGE OPERATIONS (Hiring Rate)	10
	LABORER, SANITARY LANDFILL (Hiring Rate)	10
141090	LANDSCAPE FOREMAN, M/W	12
010070	LAUNDRY WORKER	7
	MAINTLNANCE AND CONSTRUCTION ELECTRICIAN FOREMAN M/W	16
044460	MAINTENANCE REPAIRER (CARPENTER)	12
044505	MAINTENANCE REPAIRER (ELECTRICIAN)	12
044100	MAINTENANCE REPAIRER FOREMAN, M/W	16
044200	MAINTENANCE REPAIRER FOREMAN M/W ROADS AND BRIDGES	16
044280	MAINTENANCE REPAIRER, GENERAL FOREMAN, M/W	17
044430	MAINTENANCE REPAIRER, (LOW PRESSURE LICENSE)	12
044443	MAINTENANCE REPAIRER (MASON & PLASTERER)	12
044450	MAINTENANCE REPAIRER (PLUMBER)	12
044510	MAINTENANCE REPAIRER, ROADS AND BRIDGES	12
044410	MAINTENANCE REPAIRER	12
042120	MECHANIC	12

	MECHANIC FOREMAN, M/W AUTOMOTIVE	18
660430	MECHANICAL STORES CLERK	11
042210	MECHANIC'S HELPER	8
721040	MORGUE ATTENDANT	9
994360	NURSE'S AIDE	8
051050	PAINTER	14
094050	PARKING LOT ATTENDANT	7
035080	PLUMBER	14
035200	PLUMBER FOREMAN, M/W	15
124030	PRINCIPAL ENGINEERING AIDE	18
040050	RADIO REPAIRER	13
073090	ROAD FOREMAN, M/W	16
164170	ROAD INSPECTOR	15
042095	SENIOR AUTOMOTIVE MECHANIC, MOSQUITO EXTERMINATION COMMISSION	14
137020	SENIOR BLACKSMITH	16
080030	SENIOR BRIDGE OPERATOR	11
181110	SENIOR BUILDING MAINTENANCE WORKER	10
181050	SENIOR BUILDING SERVICE WORKER	8
323090	SENIOR CHILDREN'S SUPERVISOR	10
002050	SENIOR COOK	12
002070	SENIOR COOK, PENAL INSTITUTION	12
124040	SENIOR ENGINEERING AIDE	13
003100	SENIOR FOOD SERVICE WORKER	8
164070	SENIOR HIGHWAY AND BRIDGE INSPECTOR	16
380060	SENIOR INSPECTOR, MOSQUITO EXTERMINATION COMMISSION	14
044290	SENIOR MAINTENANCE REPAIRER	14
044300	SENIOR MAINTENANCE REPAIRER (CARPENTER)	14
044305	SENIOR MAINTENANCE REPAIRER (ELECTRICIAN)	14
044335	SENIOR MAINTENANCE REPAIRER (LOCKSMITH)	14
044350	SENIOR MAINTENANCE REPAIRER (MASON AND PLASTERER)	14

044330	SENIOR MAINTENANCE REPAIRER (PAINTER)	14
044383	SENIOR MAINTENANCE REPAIRER (REFRIG. & AIR COND.)	14
044375	SENIOR MAINTENANCE REPAIRER (PLUMBER AND STEAMFITTER)	14
073150	SENIOR MAINTENANCE REPAIRER, ROADS AND BRIDGES	14
042090	SENIOR MECHANIC	14
164090	SENIOR ROAD INSPECTOR	16
076050	SENIOR TRAFFIC MAINTENANCE WORKER	12
	GROUP	
	SENIOR YOUTH WORKER, JUVENILE DETENTION CENTER	15
074080	SEWER MAINTENANCE FOREMAN, M/W	16
031230	SIGN DESIGNER, PROCESSOR AND LETTERER	13
	SIGN ENGRAVER	7
512180	SOCIAL WORKER, DRUG ABUSE	16
036070	STATIONARY FIREMAN, M/W	13
660040	STOREKEEPER	14
	SUPERVISING TREE FOREMAN, M/W	17*
	SPECIAL EDUCATION	
581020	TEACHER, JUVENILE DETENTION CENTER	ANX*
581020	TEACHER, JUVENILE SHELTER	ANX*
075160	TRAFFIC COUNTING MACHINE REPAIRER	12
076030	TRAFFIC MAINTENANCE FOREMAN, M/W	15
076060	TRAFFIC MAINTENANCE WORKER	10
075080	TRAFFIC SIGNAL ELECTRICIAN	16
075150	TRAFFIC SIGNAL REPAIRER	13
152110	TREE CLIMBER	13
152080	TREE FOREMAN, M/W	16
091030	TRUCK DRIVER	11
	GROUP WORKER	
540099	YOUTH AIDE, JUVENILE DETENTION CENTER	8

540099	YOUTH AIDE, JUVENILE SHELTER	8
	GROUP	
	YOUTH↑WORKER, JUVENILE DETENTION CENTER	14
	GROUP	
	YOUTH↑WORKER, JUVENILE SHELTER	14

\*NOTE: Exempt from Overtime.

BERGEN COUNTY  
 BLUE COLLAR - STEP SYSTEM  
 \$460 - \$550 - \$650 - \$850 - To Maximum

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Additional Step as of 1/1/77
X06)	6,000	6,460	6,920	7,380	7,840	8,501	8,893	9,354			8,961
X07) 460	6,025	6,485	6,945	7,405	7,865	8,325	8,810	9,354			9,353
X08)	6,050	6,510	6,970	7,430	7,890	8,350	8,810	9,354			9,813
X09)	6,075	6,625	7,175	7,725	8,275	8,825	9,375	9,925			10,475
X10) 550	6,100	6,650	7,200	7,750	8,300	8,850	9,400	10,107			10,657
X11)	6,240	6,790	7,340	7,890	8,440	8,990	9,540	10,090			11,195
X12)	6,573	7,123	7,673	8,223	8,773	9,323	9,873	10,423			11,680
X13)	6,926	7,576	8,225	8,875	9,526	10,176	10,826	11,567			12,217
X14)	7,280	7,930	8,580	9,230	9,880	10,530	11,180	12,120			12,770
X15) 650	7,675	8,329	8,975	9,625	10,275	10,925	11,575	12,225			13,525
X16)	8,154	8,804	9,454	10,104	10,754	11,404	12,054	12,704			14,315
X17)	8,736	9,386	10,036	10,686	11,336	11,986	12,636	13,286		14,725	15,375
X18)	9,027	9,877	10,727	11,577	12,427	13,277	14,127	15,047			15,897
X19) 850	9,235	10,089	10,939	11,785	12,635	13,485	14,335	15,158			16,885
X20)	9,901	10,751	11,601	12,451	13,301	14,151	15,001	15,851			17,551

SCHEDULE B



Example 1 - Employee A, Grade X07

	1976	1976	1977	1977	1978
<u>1975</u>	<u>(Base Salary)</u>	<u>(Lump Sum Payment)</u>	<u>(Base Salary)</u>	<u>(Lump Sum Payment)</u>	<u>(Base Salary)</u>
\$6,980	= \$7,405	\$ 35	\$7,865	\$17.50	\$8,325

Example 2 - Employee B, Grade X07

	1976	1976	1977	1977	1978
<u>1975</u>	<u>(Base Salary)</u>	<u>(Lump Sum Payment)</u>	<u>(Base Salary)</u>	<u>(Lump Sum Payment)</u>	<u>(Base Salary)</u>
\$6,423	= \$6,460	\$423	\$7,380	\$-0-	\$7,840

Example 3 - Employee C, Grade D24

	1976	1976	1977
<u>1975</u>	<u>(Base Salary)</u>	<u>(Lump Sum Payment)</u>	<u>(Base Salary)</u>
\$17,077	= \$17,440	\$487*	\$19,140

\*Should be \$3.65 higher as a result of 5%, instead of \$850.

BUT: Actual payment made to employee in 1977: \$18,927, arrived at as follows:

\$19,140 - 1977 base salary  
 - 17,927 - 1976 actual payments in base and lump sum  
\$ 1,213 - \$213 over \$1,000 limit  
 \$19,140 minus \$213 = \$18,927 - actual payment made in 1977.

SCHEDULE C

DEC 17 9 30 AM '76  
PERC