

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF BERGEN**



**AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
GENERAL SUPERVISORY UNIT
JANUARY 1, 2020 through DECEMBER 31, 2025**

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PREAMBLE

THIS AGREEMENT is made this 8th day of August, 2023 between the COUNTY OF BERGEN, hereinafter referred to as the "Employer," and the UNITED PUBLIC SERVICE EMPLOYEES UNION - UPSEU, hereinafter referred to as the "Union" (collectively known as the "Parties").

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - RECOGNITION AND DEFINITION

- A. The Employer hereby recognizes the Union as the exclusive bargaining representative of the employees in the negotiating unit of all "Supervisory" employees (other than Park Supervisory employees, Department of Public Works (DPW) Supervising employees and the titles listed herein) employed by the County of Bergen, but excluding all employees of the Bergen County Prosecutor, the Bergen County Superintendent of Elections, the Bergen County Board of Social Services, the Bergen County Sheriff, as well as craft workers, police, "White Collar," "Blue Collar," seasonal and/or per diem employees.
- B. In addition to the titles/positions not covered by the bargaining unit, the Parties agree to the removal of the job title of "General Supervisor Building Services" from this bargaining unit and moving this title to the new DPW Supervisory Union, with written approval of those affected by the proposed change.
- C. The Parties also agree to include into this bargaining unit the following job titles that are currently covered by USWU Local 655:
 - (1) Chief Juvenile Detention Officer;
 - (2) Chief Security Guard;
 - (3) Investigator 3;
 - (4) Supervising Juvenile Detention Officer; and,
 - (5) Supervising Security Guard.
- D. Moreover, "confidential" employees shall also be excluded.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 2020 through December 31, 2025.

ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than five (5) representatives of each party plus counsel shall participate in collective negotiation meetings, except by consent of both parties.
- B. Collective negotiations for the contract period beginning January 1 shall commence in accordance with the Rules and Regulations promulgated by the Public Employment Relations Commission (PERC).
- 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 A above) 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 Agreement 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 discipline any bargaining unit member for cause; 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 Civil Service Commission; to hire and lay-off employees in accordance with New Jersey Civil Service Commission procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the work force; and, in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely at the discretion of the County of Bergen by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE 5 - DISCRIMINATION AND COERCION

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

ARTICLE 6 - WAGES

- A. (1) For all employees who are on the County's payroll as February 1, 2023 and the employee was on the active payroll in calendar year 2020 for the County (as defined below), said employee(s) shall receive an Eight Hundred Fifty (\$850.00) Dollar non-salaried payment, less applicable taxes (but not pension contributions). The employee(s) must have also been on the County's active payroll for at least fifty-one (51%) percent (one hundred thirty three (133) work days) in calendar year 2020 to be eligible for this payment. The following individuals are not eligible for this payment, having previously received the 2020 payment as members of Local 655 or Local 755: Joseph Acquino, Alfred DeRosa, John Falconi, Brian Ferry, Nicole Griffin and Christian Torres.
- (2) Retroactive to January 1, 2020, all bargaining unit employees, other than those specifically set forth in §A(1) above, shall have received a one (1%) percent increase in their base salary or Five Hundred (\$500.00) Dollar increase in their base salary, whichever is greater.
- B. (1) For all of the Supervising Animal Control Officers (Supervising ACOs) and all of the Supervising Public Safety Telecommunicators (Supervising PSTs) who are on the County's payroll as of February 1, 2023 and the employee(s) was (were) on the active payroll in calendar year 2021 for the County (as defined below), said employee(s) shall receive an Eight Hundred (\$800.00) Dollar non-salaried payment, less applicable taxes (but not pension contributions). The employee(s) must also have been on the County's active payroll for at least fifty-one (51%) percent (one hundred thirty three (133) work days) in calendar year 2021 to be eligible for this payment. (Supervising ACOs and Supervising PSTs will be covered by updated salary guides, effective January 1, 2022, as per §G(1) below.)
- (2) For all other bargaining unit members, except those noted in §B(3) below, who are on the County's payroll as of February 1, 2023 and the employee(s) was (were) on the active payroll in calendar year 2021 for the County (as defined below), said employee(s) shall receive an Eight Hundred (\$800.00) Dollar payment, less all applicable deductions, which will be added to their base salary prior to calculating any 2023 general wage increase. The employee(s) must also have been on the County's active payroll for at least fifty-one (51%) percent (one hundred thirty three (133) work days) in calendar year 2021 to be eligible for this payment.
- (3) The following individuals are not eligible for either of the payments above having previously received a 2021 payment as members of Local 655: Joseph Acquino, Alfred De Rosa, John Falconi, Brian Ferry and Nicole Griffin.
- (4) Retroactive to January 1, 2021, all bargaining unit employees, other than those specifically set forth in §B(3) above, shall have received one (1%) percent increase in base salary or Five Hundred (\$500.00) Dollar increase in base salary, whichever is greater.

- C. Retroactive to January 1, 2022, for those employees not covered by a salary guide and if the employee(s) is (are) on the County's active payroll as of February 1, 2023, those employee(s) shall receive a two point twenty-five (2.25%) percent across the board salary increase. Irrespective of above, the following individuals are not eligible for the provisions of this Section, though they are not on a salary guide, since they have already received a 2022 increase as a member of either Local 655 or Local 755: Joseph Acquino, Alfred DeRosa, John Falconi, Brian Ferry, Nicole Griffin and Christian Torres.
- D. (1) Effective January 1, 2023, for those employees not covered by a salary guide, those employee(s) shall receive a three point fifty (3.50%) percent across the board salary increase. Irrespective of above, the following individuals are not eligible for the provisions of this Section because they are receiving other compensation in lieu of the provisions of this Section: Kristen Ambrosio, John Falconi, Jorge Sandoval and Shawn Stewart.
- (2) The following individuals will receive the following salary adjustments to their base salary, retroactive to January 1, 2023, so long as they are active members of the bargaining unit as of February 1, 2023:
- Kristen Ambrosio - \$8,000.00
 John Falconi - \$8,500.00
 Jorge Sandoval - \$7,000.00
 Shawn Stewart - \$7,000.00
- (3) The following individuals will receive the following salary adjustments, which will be added to their base salary as of December 31, 2022, effective January 1, 2023 so long as they are active members of the bargaining unit as of February 1, 2023 before the wage increase in Section D(1) is applied to their base salary:
- Ryan Biceglia - \$1,500.00
 John Cuttito - \$2,500.00
 David Ferrer, Jr. - \$2,500.00
 Silvia Pascarella - \$2,500.00
- E. Effective January 1, 2024, for those employees not covered by a salary guide, those employee(s) shall receive a two point fifty (2.50%) percent base salary increase.
- F. Effective January 1, 2025, for those employees not covered by a salary guide, the employee(s) shall receive a two point fifty (2.50%) percent base salary increase.
- G. (1) Effective and retroactive to January 1, 2022, Supervising Animal Control Officers (Supervising ACOs) and Supervising Public Safety Telecommunicators (Supervising PSTs), who are on the County's active payroll as of February 1,

2023, shall now be covered by the specific salary guides that are attached (see Appendix) and placed on the guides accordingly.

- (2) Effective January 1, 2023, Supervising Juvenile Detention Officers (Supervising JDOs) and Supervising Security Guards shall be covered by the salary guides that are attached (See Appendix) and placed on the guides accordingly.
- (3) In relation to all of the salary guides for all applicable members of this UPSEU General Supervisory Unit (as defined above), the following conditions shall apply:
 - (a) Duration on each step is twelve (12) months, as modified below.
 - (b) There shall be no general wage increase added to any of the steps on the salary guides for the duration of this Agreement, except where noted below.
 - (c) Initial placement of current bargaining unit employees on an applicable step on an applicable salary guide shall be at no less than the employee's existing base salary on December 31st of the calendar year before the placement is to be made plus the general wage increase for the calendar year when placement occurs.
 - (i) All Supervising ACOs who are on the County's active payroll as of February 1, 2023, shall be placed on the updated Supervisory ACO salary guide, according to §G(3)(c) above, effective January 1, 2022 and shall advance to the next salary step on January 1, 2023 and shall move from Step to Step on January 1st of each successive year.
 - (ii) All new Supervising ACOs shall be placed on the updated Supervising ACO salary guide upon hire and shall remain at that step and shall advance to the next salary step upon completion of each twelve (12) month anniversary date and shall advance upon completion of each successive twelve (12) month anniversary date.
 - (iii) All Supervising PSTs, who are on the County's active payroll as of February 1, 2023, shall be placed on the updated Supervising PST salary guide, according to §G(3)(c) above, effective January 1, 2022 and shall advance to the next salary step on January 1, 2023 and shall move from Step to Step on January 1st of each successive year.
 - (iv) All new Supervising PSTs shall be placed on the updated Supervising PST salary guide upon hire and shall remain at that step and shall advance to the next salary step upon completion of each twelve (12) month anniversary date and shall advance upon completion of each successive twelve (12) month anniversary date.
 - (v) All current Supervising JDOs shall be placed on the updated Supervising JDO salary guide, according to §G(3)(c) above, effective January 1, 2023

and shall advance to the next salary step on January 1, 2024 and shall move from Step to Step on January 1st of each successive year.

(vi) All new Supervising JDOs hired after January 1, 2023 shall be placed on the updated Supervising JDOs salary guide upon hire and shall remain at that step and shall advance to the next salary step upon completion of each twelve (12) month anniversary date and shall advance upon completion of each successive twelve (12) month anniversary date.

(vii) All current Supervising Security Guards shall be placed on the Supervising Security Guard salary guide, according to §G(3)(c) above, effective January 1, 2023 and shall advance to the next salary step on January 1, 2024 and shall move from Step to Step on January 1st of each successive year.

(viii) All new Supervising Security Guards hired after January 1, 2023 shall be placed on the Supervising Security Guard salary guide upon hire and shall remain at that step and shall advance to the next salary step upon completion of each twelve (12) month anniversary date and shall advance upon completion of each successive twelve (12) month anniversary date.

(4) Upon hire and, where applicable, promotion, the County reserves the right to determine what step of the applicable salary guide to place the applicable bargaining unit member(s).

(5) Once an employee has spent twelve (12) months on the final step of the applicable salary guide, the employee will only then be off the salary guide and eligible for the remaining portion of the current year general wage increase, as set forth in §C, §D, §E and §F above.

(6) If a bargaining unit member is not covered by one of the applicable job titles on any of the salary guides or is not excluded by any of the provisions of this Article herein, the employee is eligible for the general wage increase(s) set forth in §C, §D, §E and §F above.

H. Effective May 1, 2023, certain members of this bargaining unit, as defined below, shall be eligible to receive overtime, under the conditions as set forth below. The eligible bargaining unit members serve in the following job titles: Supervising Animal Control Officer (ACO), Supervising Juvenile Detention Officer (JDO), Supervising Public Safety Telecommunicator (PST), Supervising Security Guard, Investigator 3, Chief Juvenile Detention Officer (JDO), Chief Public Safety Telecommunicator (PST) and Chief Security Guard. These titles shall not be eligible for 'On-Call Flex time' under Article 20 below. The conditions to receive overtime for these eligible job titles are as follows:

(1) For all hours worked up to and including forty (40) hours per week, payment shall be at straight time;

- (2) For all hours work in excess of forty (40) hours in one (1) week, payment shall be at time and one-half (1½);
 - (3) All applicable employees' standard hourly rate shall be used in computing overtime pay;
 - (4) When a holiday is observed during the regular bi-weekly (or semi-monthly when applicable) pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period;
 - (5) When an employee receives paid leave during the regular bi-weekly (or semi-monthly when applicable) pay period, those hours shall be included in the computation of overtime for that period; and,
 - (6) Overtime must be authorized by the Department Head or their designee and entered on the respective time records.
- I. Effective January 1, 2024, all bargaining unit members shall be paid semi-monthly (15th day of the month or the last working day prior to it and the last working day of the month).

ARTICLE 7 - LONGEVITY

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

(Longevity)

- (1) Employees completing 72 months (6 years) of service:
\$450.00
- (2) Employees completing 108 months (9 years) of service:
\$750.00
- (3) Employees completing 168 months (14 years) of service:
\$1,150.00
- (4) Employees completing 204 months (17 years) of service:
\$1,525.00
- (5) Employees completing 276 months (23 years) of service: \$1,800.00

Steps (6) and (7) shall be effective as of January 1, 2014.

- (6) Employees completing 312 months (26 years) of service:
\$2,150.00
- (7) Employees completing 360 months (30 years) of service:
\$2,500.00

- C. Longevity payments shall be included as part of the base salary.
- D. No employees hired on or after October 8, 2008 and before November 6, 2013 shall receive longevity until they have served one hundred eight (108) months (9 years) with the County.
- E. Effective January 1, 2018, employees must regularly work a minimum of thirty (30) hours per week in order to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

ARTICLE 8 - HEALTH BENEFITS

- A. Basic Medical Hospital
 - (1) Employees can enroll in the Bergen County Direct Access Plan or the County's HMO Plan. Employees must contribute to the Premiums for the Bergen County Direct Access Plan or the County's HMO Plan in accordance with New Jersey law. Effective January 1, 2018, employees must regularly work at least thirty (30) hours per week in order to be eligible for such coverage. The Employer reserves the right in its sole discretion to change insurance carriers or plans at any time provided the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.
 - (2) Employees who complete twenty five (25) years of service in the New Jersey Public Employees Retirement System shall, at the time of their retirement from the County of Bergen, continue to receive health benefits under the same terms as County employees. Employees hired after January 1, 2013 must have twenty-five (25) years of service with the County of Bergen and twenty-five (25) years of service credit in the appropriate State pension system and retire from the County of Bergen to qualify for retiree medical coverage, subject to any contributions required by New Jersey law.
 - (3) Employees will be required to obtain pre-certification on hospital admissions, chiropractic, physical therapy and all mental health counseling. Second (2nd) opinions will be required on surgery. The County will pay all costs in securing second (2nd) opinions. Failure to obtain pre-certification or second opinions will

result in a penalty of doubling the annual deductible. Such penalty can be imposed only once a year. All employees will receive training and a booklet explaining the new program prior to the effective date of these changes.

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

B. Dental

The Employer shall maintain the currently effective dental benefits insurance program during the term of this Agreement sponsored by the New Jersey Dental Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program IIB, which plan shall provide for an individual annual maximum benefit for dental services and a lifetime maximum benefit for orthodontic services in the amounts set forth below with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year with a co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by the Employer. The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change. Effective January 1, 2016, the maximum benefit for the above shall be \$1,900.00. Effective January 1, 2021, the Employer will cover one hundred (100%) percent of the cost of two (2) dental cleanings per benefit period (annually) at an in-network provider for each enrolled member for each year of this Agreement.

C. Disability

- (1) The Employer shall maintain the disability benefits insurance program during the term of this Agreement subject to the following conditions:
 - (a) The premium shall be paid by the Employer in full as of January 1, 2004;

Employees who join the plan shall receive benefits of seventy (70.0%) percent of the employee's weekly wage to a maximum of One Hundred Fifty (\$150.00) Dollars per week with a maximum of fifty-two (52) weeks of payments. The Plan shall cover disability due to pregnancy;
 - (b) The waiting period prior to the benefit entitlement shall be thirty (30) days;
 - (c) An employee who becomes eligible for disability payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time which would give him/her his/her normal bi-weekly base salary; and,
 - (d) Employees hired on or after January 1, 2018 shall pay any amount in excess of the premium rate in effect on December 31, 2017.

- (2) The Employer reserves the right at its sole discretion to change insurance carriers or plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.
- (3) An employee who is disabled within the meaning of the Disability Benefits Insurance Program and who has exhausted all paid leave due him/her may appeal to the County Executive or designee for the continuation of coverage under the State Plan, the Dental Program, the Disability Program, the Prescription Program and the Eye Care Plan at the expense of the Employer until either the employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The County Executive or designee shall have the authority in their sole discretion either to provide for a continuation of health benefits coverage or to allow the coverage to lapse as may otherwise be required under law.
- (4) The County will offer the employees the right to purchase up to the State Disability minimums through payroll deduction.

D. Prescription

The Employer shall provide a prescription payment insurance plan to all employees covered by this Agreement and with coverage for dependents.

Effective June 1, 2018, the prescription copays for both thirty (30) day and ninety (90) day supplies shall be as follows:

\$7.50 (generic);
\$35.00 (preferred brand name); and,
\$70.00 (non-preferred brand name).

Additionally:

- (1) The insurance company shall pay any all charges above the deductible payment made by the employee.
- (2) The Employer shall pay the full premium, subject to any employee contribution mandated by New Jersey law.
- (3) Effective January 1, 2018, both current and future employees must regularly work at least thirty (30) hours per week to be eligible for the benefits provided in §D and shall be effective three (3) months after an employee's hire date.
- (4) Each prescription shall be for a supply of medication not to exceed thirty (30) calendar days, except for mail order prescriptions, which shall not exceed a ninety

(90) day supply. Effective June 1, 2018, all maintenance prescription drugs must be acquired by mail in a ninety (90) day supply. The acquisition of such prescriptions shall be at County designated pharmacies, currently CVS.

- (5) The Employer reserves the right, in its sole discretion, to change insurance carriers of plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.
- (6) Effective January 1, 2009, no employee shall seek reimbursement, through any of the County's insurance programs or any other County entity, of the prescription co-pays paid by the employee.

E. Eye Care

The Employer shall reimburse employees for expenses incurred by them and their dependents 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) Effective January 1, 2018, there shall be a Two Hundred Seventy-Five (\$275.00) Dollar benefit per year for the employee. The employee may combine this benefit for any two (2) consecutive years of this Agreement for a combined two (2) year benefit of Five Hundred Fifty (\$550.00) Dollars. However, should the employee combine the benefit in the first year of a consecutive, two (2) year period and leave the County for any reason before the end of the consecutive, two (2) year period, he/she shall reimburse Two Hundred Seventy-Five (\$275.00) Dollars, which can be deducted from his/her final paycheck.

- F. (1) The current Chapter 78 freeze put into effect in the April 4, 2021 MOA between the Parties retroactive to January 1, 2021 shall remain in effect through December 31, 2023. That freeze states that all bargaining unit members shall contribute under Chapter 78 the amount that they were contributing to the County for health insurance premiums as of December 31, 2020, irrespective of any increase in their base pay, which may cause a charge in their tier status or any increase in insurance premium status.

- (2) Effective January 1, 2024, and for the period of January 1, 2024 through December 31, 2025 inclusive, the Chapter 78 contributions for bargaining unit members will be based upon the employee's pensionable base salary, the applicable Chapter 78 guide percentage (%) in Tier 4 and the premium rate for the employee's coverage in question that are in effect for all of these categories as of December 31, 2021. If an employee is hired after February 1, 2023, their pensionable base salary and the current premium rate as of their hire date shall apply.
 - (3) If there is no new fully executed collective bargaining agreement executed by all parties by December 31, 2025, then, on January 1, 2026, all bargaining unit members will contribute based on the employee's pensionable base salary, the applicable Chapter 78 guide percentage (%) in Tier 4 and the premium rate for the employee's coverage in question that are in effect for all of these categories as of December 31, 2025, and will be increased every year going forward as to all three (3) categories above for every January thereafter.
- G. Effective for all bargaining unit members as of January 1, 2021, the SaveOnSp. Plan entitles a bargaining unit member who is taking or will be taking a specialty medicine that appears on the non-essential health benefits specialty drug list created by the County, the County of Bergen will pass on to eligible members the savings provided by the manufacturer co-pay assistance program for specialty medications resulting in a Zero (\$0) co-pay for members that enroll. Enrollment is voluntary. However, if a member chooses not to enroll in the Plan, but chooses to take a specialty medication, they will be responsible for the full One Thousand (\$1,000.00) Dollar co-pay.
- H. Effective for bargaining unit members hired on or after January 1, 2021, under the Advanced Utilization Management Plan, every medication taken by an employee and/or his/her covered family member will be reviewed for its appropriateness as to the patient's condition, its ability to achieve meaningful clinical outcomes and verified to have been prescribed and dispensed in the proper quantity. The Unlimited Option under this Plan provides an all-inclusive pricing option, intended to provide the most effective drug utilization program for eligible members, while also offering safeguards against adverse effects, for example, opioid abuse.

ARTICLE 9 - PERSONAL LEAVE DAYS

- A. Each employee shall be entitled to take up to three (3) personal days in each year of this Agreement.
- B. Employees hired after January 1, 2013 shall be entitled to one (1) calendar day for the first year of employment after the employee completes six (6) months of service; two (2) days for the second (2nd) through fifth (5th) calendar year of employment and three (3) days after the fifth (5th) calendar year of employment. If an employee is hired before July 1 of any year, he/she shall be entitled to two (2) personal days effective the January 1 following

his/her initial employment. For part-time employees, a personal leave day is calculated on the basis of 1/10th of his/her biweekly hours.

- C. Personal leave days may not be accrued. Department Directors must be notified in advance in writing and, except in cases of emergency, prior approval of the Department Director must be obtained. Advance notice shall be defined as seventy-two (72) working hours in advance. It shall be in writing.

ARTICLE 10 - HOURS OF WORK/WORK WEEK

The standard work week shall be between Sunday 12 a.m. to Saturday at 11:59 p.m., eight (8) paid hours per day, five (5) days during said standard work week with a one-half (1/2) hour or one (1) hour unpaid meal break. The County can establish new starting and ending times of each daily shift and/or workdays, with prior notification to the Union prior to implementation, as well as any changes as to such schedule(s) that may occur from time to time.

ARTICLE 11 - PAY DURING ABSENCE

- A. **Unscheduled Absences**

If, for any reason, an employee is unable to report for duty, he/she must notify the Department Director at least thirty (30) minutes before the scheduled starting time. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

- B. **Scheduled Absences**

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

- C. **Jury Duty**

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

D. Sick Leave

1. If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's Department Director according to the Department's procedure.
2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) consecutive work days or more, a doctor's certificate must be submitted. The Department Director retains the right in sick leave cases of less than five (5) days to request the Personnel Director to obtain a Physician's Certificate. Such request must be reasonable and not made arbitrarily. The Department Director also has the right to require an examination by an Employer physician if the Department Director has any questions as to the employee's condition.
3. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.
4. Sick Leave is earned and accumulated in the following manner:
 - i. One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 ¼ per month) for each calendar year thereafter. If the employee begins work after the fourth (4th) day of the month, sick leave is not earned for that month.
 - ii. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked each pay period.
5. Sick leave may be granted for:
 - i. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
 - ii. Serious illness of a member of the employee's immediate family or household (as defined in Bereavement Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergent nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days per year.
 - iii. In case of extended illness, the employee may use accrued Compensatory Time Off or Vacation Leave.
6. Accumulated sick leave is forfeited upon separation from the County's service, except as provided for under "Terminal Leave" hereinafter.

7. Effective January 1, 2019, the County will have a sick leave buyback program as follows:
 - i. To be eligible, the employee must have at least thirty (30) sick leave days on the books as of October 31st of each year;
 - ii. The employee may sell back up to five (5) days per year;
 - iii. 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;
 - iv. The rate at which the day(s) will be paid will be the yearly rate in the year in which the sell back notification occurs;
 - v. The County will pay the sick leave buyback amount by the first (1st) pay in February of the next calendar year; and,
 - vi. The provisions of this Section, as per State law, effective January 1, 2022, shall only apply to bargaining unit members who were hired by the County on or before December 31, 2011. Any bargaining unit employee hired by the County on or after January 1, 2012 shall not be eligible for the provisions of this Section.

E. Injury Leave

1. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Workers Compensation statutes or any policy of Workers Compensation Insurance applicable to the said employees.
2. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or substance addiction or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury which is covered by Workers Compensation Insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.
3. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the County Executive. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.
4. Use of Injury Leave: Employees absent from due to an accident, illness or injury which is compensable under the Workers Compensation statutes or any policy of Workers

Compensation Insurance applicable to the said employees and who have completed three (3) years of 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 thirty (30) calendar days for each new separate injury. Payments shall be made in either of the following ways:

- i. A check issued by the Employer in the full sum of the employees' base salary. Upon receipt of a compensation check for temporary disability during the said thirty (30) calendar day period, the employees shall endorse said checks over to the Employer. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Employer shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar forms sent to the employees at the conclusion of each year shall not show such payments as income.
 - ii. A check issued by the County in an amount equal to the difference between the employee's base salary, and the amount of partial disability Workers Compensation Insurance payments received by the employee during the said thirty (30) calendar day period. If eligibility for such payments is contested by the Employer, eligibility will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Workers Compensation Act.
5. Contested Injuries: Charges may be made in accordance with the County's Family Medical Leave Act policy and/or the County's Family Leave Act policy in any case where the Employer is contesting the employee's eligibility for injury leave.
6. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accrual, if available, retroactive to the date of injury.
7. Medical Proofs: In order to limit the obligation of the Employer for each new separate injury, the Employer may require the employee to furnish medical proof or submit to a medical examination by the Employer at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury while in the Employer's service.
8. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, the employee shall submit to the Employer a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty, and without restriction.

9. Additional reports shall be submitted by the physician every two (2) weeks thereafter indicating the current status of the employee's health and the date of the employee's anticipated return to duty.

a. In the absence of such certification, the employee shall be removed from injury leave.

F. Bereavement Leave:

Employees shall be entitled to four (4) consecutive working days leave with pay, one (1) day of which must be the day of burial in the event of the death of a member of their immediate family. Immediate family is defined as and is limited to spouse, civil union partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employees household at the time of demise. Effective January 1, 2005, employees shall be entitled to one (1) day off (day of funeral) in the event of death of an employee's aunt, uncle and domiciled partner. Domiciled partner is defined pursuant to the New Jersey law.

G. Terminal Leave

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

1. For employees hired before January 1, 2013, Terminal Leave Payment shall be no more than Twenty Thousand (\$20,000.00) Dollars. The provisions of this Section, as of January 1, 2022 as per State law, shall only apply to employees hired before January 1, 2012.
2. In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that employee had been employed by the Employer for seven (7) consecutive years.
3. Employees are eligible for this benefit provided that he/she works a minimum of twenty (20) hours per week.
4. All employees hired on or after January 1, 2013 shall be capped as to Terminal Leave at fifty (50.0%) percent of accumulated sick leave not to exceed Fifteen Thousand (\$15,000.00) Dollars or an amount established by State law, whichever is less. The provisions of this Section, effective January 1, 2022, as per State law, shall only apply to employees hired on or after January 1, 2012.

H. Leave of Absence

1. Leave Without Pay - A permanent employee, for reasons satisfactory to the Employer, may be granted a personal leave of absence without pay for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Employer.
2. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other Employer.
3. Personal leaves of absence are granted with the understanding that the employee intends to return to the Employer. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee shall be considered to have resigned and not in good standing.
4. Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time, except the Employer may extend paid health benefits coverage as provided under Article 10, Section C.
5. Employees shall be entitled to maternity/medical leave in compliance with New Jersey statute and the County's FMLA/FLA policies.
6. Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the department Director prior to requesting such leave.

I. Military Training Leave

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

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

J. Union Leave

1. Members of the Union who are elected or designated by the Union to attend any meetings or educational conferences or conventions of the Union, or other bodies of which the Union is affiliated, shall be granted necessary time off without loss of pay provided that notification is given to the Employer, in writing, by the Union at least one (1) week in advance and provided that such requests are not in excess of five (5) working days per year for all members.
2. Additionally, effective January 1, 2018, the annual steward training day will accommodate up to a maximum of two (2) bargaining unit employees at no loss of pay or benefits. Such leave time shall not substantially interfere with County operations and/or the employee's normal job function. Except in emergent circumstances, the Union will not be denied such leave. Such leave time must be in either one-half (1/2) or full-day increments.
3. Requests for such leave shall be submitted by the Labor Relations Representative to the Personnel Officer for his/her approval, who shall respond to the request within five (5) working days of receipt.

ARTICLE 12 - VACATION

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

1. One (1) day per month in the first (1st) calendar year for the first eleven (11) months and four (4) days in the twelfth (12th) month, provided the initial date of hire is on or before the fourth (4th) day of the month.
2. From the beginning of the second (2nd) calendar year of employment to and including the fifth (5th) year of employment, employees earn vacation at the rate of one and one-quarter (1 ¼) days per month (15 days per year).
3. From the beginning of the sixth (6th) year of employment and thereafter, employees earn vacation at the rate of one and two-thirds (1 2/3) days per month (20 days per year). All

employees hired after January 1, 2014 shall be entitled to earn a total of twenty (20) days per year after ten (10) years of employment with the County.

B. Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service. Per Diem employees have no vacation entitlement.

C. General

1. When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year; otherwise any negative vacation balance will either be charged to available compensatory time off time or deducted from the employee's pay.
2. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final paycheck.
3. Employees who do not use all of their vacation leave in any calendar year due to the business necessity/business demands of the County may add their unused days to their allowance for the following year only. If these days are not used in the next succeeding calendar year, those days shall be forfeited.
4. If any employee retires, is laid off or resigns with proper notice and has earned unused vacation leave on the books at the time of their retirement, layoff or resignation with proper notice, the employee will be entitled to be paid for any earned unused vacation leave carried over from the previous calendar year plus any pro rata share of the current year's earned unused vacation leave that remains at the time of retirement/layoff/proper resignation. The employee will be paid for those days at the daily rate in effect at the time that the days were earned initially. Under no other scenario will vacation pay be paid out by the County, except as set forth in section C(5) below.
5. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his/her estate.
6. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation periods.
7. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.

8. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
9. If a holiday observed by the Employer occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave.
10. Every effort is made to arrange vacation schedule to meet the individual desire of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference will be given to the employee with seniority. Seniority shall be defined, for the purposes of this Article, as an employee's date of hire or rehire with the County. All requests for vacation leave must be approved by the employee's Department Director. The Department Director may require that vacation be scheduled in other than the summer months when the needs of the department require it.
11. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least one (1) week is to be taken and the employee has notified his or her Department Director at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 13 - HOLIDAYS

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

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- B. Juneteenth shall be celebrated, starting in calendar year 2023, on the third (3rd) Friday in June or whichever date the State of New Jersey designates as to when the holiday will be celebrated.

- C. Effective January 1, 2018, Employee's Birthday shall be added to the list in §A above under the following conditions:
1. 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 Monday.
 3. If a holiday falls on the employee's day off, he/she shall be afforded another paid day off in lieu of the scheduled holiday. The employee has the option to receive holiday payment on their scheduled day off; if they so choose, but they must provide their management/payroll person with advance notice of their choice to be paid prior to the holiday taking place. If the employee fails to provide such advance notice, the holiday will be added to the employee's compensatory time bank.
 4. Employee's birthdays which fall during their vacation shall receive the day off following the vacation period.
 5. Otherwise, the employee's birthday will be celebrated on the actual day in question, unless more than five (5%) percent of the employee's division have the same birthday, then the employee(s) will take their birthday during the week the birthday occurs.
 6. In lieu of receiving said day in 2017, the County will pay each bargaining unit member one (1) day's pay, less all deductions, based on their 2017 daily rate.
- D. Bargaining unit members may, at their option, convert three (3) County-paid holidays (as listed in §A above) per year to "Floating Holidays". Employees exercising this option must request approval from their immediate supervisor in advance and in accordance with department/unit rules. Floating holidays will not be carried over to the next calendar year.

ARTICLE 14 - PENSION

Pensions shall be provided in accordance with applicable State law.

ARTICLE 15 - DISCIPLINARY ACTION/GRIEVANCE PROCEDURES

A. Grievance and Minor Suspensions

Any grievance relating to the wages, hours or working conditions of an employee, including suspensions for five (5) days or less, fines, demotion or disciplinary actions shall

be handled in the manner set forth below and at all stages of the grievance procedure the employee shall be represented by the Union. Grievances must be formalized and submitted within ten (10) working days of when the employee and/or Union knew or should have known of the alleged incident giving rise to the grievance. Failure to present a grievance in accordance with this timeframe will have a preclusive effect and the employee and/or Union will be barred from asserting a grievance after the lapsing of this time period.

Disciplinary action shall be taken for “just cause” only.

1. The employee and the Union should discuss the grievance with his/her immediate supervisor. If the employee and the Union are not satisfied with the result of the discussion, the Union may file a written notice of grievance with the Department Director. If, for any reason, the employee and the Union do not wish to discuss the grievance with the supervisor, the employee and the Union may begin the procedure with the written notice to the Department Director.
2. The Department Director shall make a determination on the grievance within ten (10) working days of the date it is received and shall advise the Union of the decision in writing.
3. The Union may appeal the decision of the Department Director by appealing to the County Executive or designee and forwarding copies of all previous writings on the matter to same. The County Executive or designee shall determine whether a hearing is necessary on the grievance and, if he/she finds that a hearing is needed, may either conduct the hearing or assign it to a Hearing Officer. The County Executive or designee shall decide the matter within ten (10) working days after the final date of the hearing and shall issue a written decision to the employee and the Union.
4. If the decision of the County Executive or designee is not satisfactory to the Union, the Union shall have the right to submit the grievance, which is a claimed violation, misinterpretation or misapplication of the terms of this Agreement and the County's policies directly affecting the employees of the Union or, in minor disciplinary actions, the decision of the County Executive or his designee to an arbitrator appointed by the parties pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, Trenton, New Jersey. The Union shall file a written demand for arbitration with the New Jersey Public Employment Relations Commission within twenty (20) working days of the receipt by the employee and the Union of the County Executive's or his designee's decision. A copy of the demand for arbitration shall also be sent to the County Executive or designee within twenty (20) working days.

The decision of the Arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue(s) submitted. No one (1) Arbitrator shall have more than one (1) substantive grievance submitted to him, and under consideration by him, at any one time unless the parties

otherwise agree in writing. A grievance shall be considered under consideration by an Arbitrator until he/she has rendered his/her written decision which shall be done within forty five (45) working days from the close of the Hearing.

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

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

B. Major Suspensions

1. In any case where a permanent employee in the classified service, as defined in Title 4A of the New Jersey Civil Service Commission rules and regulations, or where a provisional employee has been employed by the Employer for at least ninety (90) days is suspended by the Employer for a period of more than five (5) days at one time or receives suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year or is demoted or is removed from his position, he or she shall be issued a Preliminary Notice of Disciplinary Action. The employee shall have a right to appeal for a hearing before a Hearing Officer appointed by the County Executive and shall file a written Notice of such Appeal with the County Executive within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action. The Hearing Officer shall conduct a hearing no sooner than ten (10) or more than thirty (30) working days after service of the notice of appeal unless mutually extended. The Hearing Officer shall make specific findings of fact and report those findings and conclude the matter. The procedure set forth by the New Jersey Civil Service Commission and the rules and regulations of the New Jersey Civil Service Commission shall also be applicable to those employees who are subject to that.

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

2. The Union shall have the right to represent any employee requesting representation, but individual employees shall have the right to waive Union Representation.
3. The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine, demotion or removal.
4. A County employee not in the classified service, as defined by the New Jersey Civil Service Commission and who was appointed by Resolution of the County Executive and who is serving at the pleasure of the County Executive, is hereby

excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

- C. Working days herein are defined as Monday through Friday whether the employees work the day or not or whether the County is open or closed.

ARTICLE 16 -DUES

- 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 date of hire.
- C. The Union agrees to indemnify and hold the County harmless from any claim or action commenced by an employee against the Employer which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of the negligence of the Employer.

ARTICLE 17 - PERSONNEL FILE

All entries in an employee's personnel file shall be contained in both the Employer's Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc. shall be placed in department files which are not also placed in the Employer's Personnel file. No entries, notations, documents, etc. which reflect on the employee's ability, performance or character shall be placed in a department file or in the Employer's Personnel file without a copy first having been given to the employee, and the employee having been given the opportunity to place his or her initials thereon and a copy given to the employee. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry but shall solely acknowledge notice of the entry.

ARTICLE 18 - LAYOFFS

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

- B. Notice shall be forwarded to the Union by the County Executive or his designee of any general layoffs or of any layoffs limited to one (1) or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

ARTICLE 19 - USE OF PERSONAL VEHICLE

- A. Whenever an employee is required to use his or her own vehicle on Employer business, he or she shall be compensated for such usage at the IRS rate. All employees must adhere to the County Vehicle Policy.
- B. Employees attending conferences/seminars/meetings outside the work place, who are required to attend such events, shall be compensated for normal travel time excluding normal commutation time. The County may provide a vehicle and the employee shall be paid from the time the employee takes possession of the vehicle, excluding any time overnight at the employee's residence.
- C. If the employee, without prior authorization from the Department Head, opts to use an alternative method of transportation (his/her own vehicle, public transportation, etc.), he/she shall be compensated for all reasonable time excluding the time to and from their home and regular work place.

ARTICLE 20 - ON-CALL

- A. All Supervisory employees shall be considered as 'On-Call' when notified by their Department Director.
- B. For employees in this bargaining unit who are on a salary guide, there shall be no additional compensation for being 'On-Call'. Additionally, such employees shall not be eligible for 'On-Call Flex time', but are eligible for overtime, per Article 6 above.
- C. Only 'On-Call' employees who do not receive any form of overtime as per Article 6 of this collective bargaining agreement will receive flex time. 'Flex time', which shall be defined as time off equal to the time worked 'On-Call', shall become achievable when and if the eligible employee is called to work from an 'On-Call' assignment during any eligible pay period. 'Flex time' must be taken in full by the next pay period and only be approved for earning same and using such only after receiving the prior, written approval of the employee's Department Director.
- D. The existence and use of 'Flex time' will not conflict with and/or violate the laws, statutes, rules and/or regulations set forth under the Fair Labor Standards Act (FLSA). Use of 'Flex time' must be mutually agreeable to both parties and must be approved by the employee's Department Director before earning same and using such.

ARTICLE 21 - UNIFORMS

- A. Supervisory Employees that also serve in the field and/or required to wear Uniform/work clothes shall be reimbursed for the cost of clothes up to a maximum of Five Hundred (\$500.00) Dollars per year. The employee shall be required to provide receipts as proof of purchase.
- B. All supervisory employees required to wear uniform/work clothes shall do so daily or be subject to discipline.

ARTICLE 22 - UNION RIGHTS

- A. 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.
- B. 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. All notices must either be on Union letterhead or signed by a Union official.
- C. Union employees shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute, upon reasonable notice to the Personnel Officer.
- D. Employees shall be entitled to representation by a Shop Steward or other representative when they are summoned to meet with management regarding disciplinary action, if they so choose/request.

ARTICLE 23 - HEALTH AND SAFETY COMMITTEE

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

ARTICLE 24 - PHYSICAL EXAMINATION

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

have a breast examination and PAP smear test. All or any portion of the testing shall be voluntary on the part of the employee.

- B. Each employee desiring a physical examination shall so indicate, in writing, to his/her Department Head which physical examination shall be scheduled by the Employer.
- C. Each employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance company affording coverage to the employee, the premiums for which insurance coverage are paid by the Employer.
- D. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties. All scheduled appointments must be pre-approved by the Employer and cannot exceed eight (8) hours in total for the year except that a follow-up examination required by the physical shall be accommodated to a maximum period of four (4) hours annually.

ARTICLE 25 - PUBLIC SAFETY TELECOMMUNICATOR (SUPERVISORY AND CHIEF)

- A. The Supervisory Public Safety Telecommunicator's pay will be equal to the top Senior Public Safety Telecommunicator's base salary (excluding longevity) plus seven (7%) percent promotional increase if they were making less than such prior to the promotion. If the promoted employee was making the equivalent of the top Senior Public Safety Telecommunicator's base salary (excluding longevity) or more, at the time of the promotion, they will receive ONLY the seven (7%) percent promotional increase.
- B. The Chief Public Safety Telecommunicator shall be a member of the bargaining unit subject to a determination of the Public Employment Relations Commission (PERC) as to whether said position should be part of this bargaining unit. If PERC or an appellate court determines said position remains in the bargaining unit, the position will receive a salary equal to seven (7%) percent over the Supervisory Public Safety Telecommunicator's salary.
- C. Effective January 1, 2022, the provisions of §A and §B shall no longer apply. All applicable bargaining unit members shall be covered by applicable salary guides(s).

ARTICLE 26 - LICENSING

Effective July 1, 2018, employees will suffer no loss of pay for attending work related classes necessary/required for maintaining licensing/certification for the employee's County employment when they are only offered during regular work hours. Employees must receive prior, written approval from the County Administrator or designee. Such requests will be approved or disapproved in writing within two (2) weeks of a written submission request, which shall be done no less than one (1) month prior to the class. The County will, where appropriate, pay for the license(s) necessary to maintain the bargaining unit employee's position within the bargaining unit,

not to exceed One Hundred Fifty (\$150.00) Dollars per year per applicable bargaining unit employee. If the County pays for said license, the employee must remain with the County for two (2) years beyond the license payment; otherwise, the employee must pay the license fee back to the County in full. The exceptions to such are the retirement or death of the employee.

ARTICLE 27 - CONTINUATION OF TERMS

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

ARTICLE 28 - MISCELLANEOUS


- A. Any employee who is currently a member of USWU Local 655, but whose title and the employee serving in same who shall be moving into the UPSEU, General Supervisory Unit and who have already received payment increases tied to working in calendar year 2020 and/or calendar year 2021 and/or calendar year 2022 under the Local 655 MOA/Collective Bargaining Agreement and any salary adjustments given under the Local 655 MOA/Collective Bargaining Agreement shall not, under any circumstances, receive any of the payments set forth in Section A(1), Section B(1) and B(2) and Section C above related to Article 6 (Wages) under the General Supervisory Unit MOA/CBA.

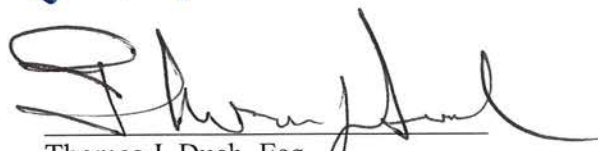
- B. Any employee who is currently a member of USWU Local 755, but whose title and the employee serving in same who shall be moving into the UPSEU, General Supervisory Unit and who have already received payment increases tied to working in calendar year 2020 and/or calendar year 2021 and/or calendar year 2022 under the Local 755 MOA/Collective Bargaining Agreement shall not, under any circumstances, receive any of the payments set forth in Section A(1), Section B(1) and B(2) and Section C above related to Article 6 (Wages) under the General Supervisory Unit MOA/CBA. However, Christian Torres only shall receive the payment set forth in Article 6, Section B(2) above.

[Signature Page to Follow]

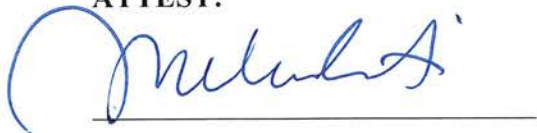
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested by their proper corporate officers and their corporate seal shall be affixed and have hereunto set their hands and seals the day and year first above written.

FOR THE COUNTY OF BERGEN:



James J. Tedesco, III
County Executive



Thomas J. Duch, Esq.
County Administrator/County Counsel

ATTEST:

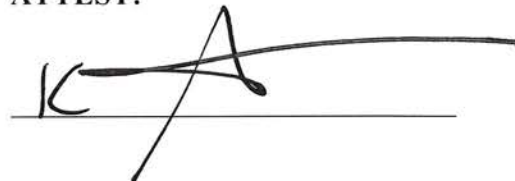


**FOR UNITED PUBLIC SERVICE
EMPLOYEES UNION GENERAL
SUPERVISORY UNIT**


Kevin Boyle, Jr.
President


Mark A. McCart
Labor Relations Representative

ATTEST:



APPENDIX

Step	Supervising ACO	Supervising PST	Supervising JDO	Supervising Security Guard
1	\$49,500.00	\$63,000.00	\$68,000.00	\$51,000.00
2	\$53,000.00	\$66,000.00	\$71,500.00	\$53,000.00
3	\$56,000.00	\$68,500.00	\$74,000.00	\$55,500.00
4	\$60,000.00	\$72,500.00	\$77,000.00	\$58,000.00
5	\$63,000.00	\$75,000.00	\$80,000.00	\$60,500.00
6	\$66,000.00	\$78,000.00	\$83,000.00	\$63,000.00
7	\$69,000.00	\$81,000.00	\$86,000.00	\$65,500.00
8	\$71,000.00	\$84,000.00	n/a	\$68,000.00
9	\$73,500.00	n/a	n/a	n/a
Titles:	Supervising ACO	Supervising PST	Supervising JDO	Supervising Security Guard