

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE COUNTY OF BERGEN
AND
UNITED SERVICE WORKERS UNION (USWU), LOCAL 755**

Covering "white-collar" employees

JANUARY 1, 2020 through DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT is made this 24~~th~~ day of July, 2023 between the COUNTY OF BERGEN, hereinafter referred to as the "Employer," and the UNITED SERVICE WORKERS UNION (USWU), LOCAL 755 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 white-collar 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 "white-collar" employees 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, supervisors, seasonal and per diem employees. Attached hereto as Schedule "A" is a list of all titles presently covered by this Agreement.

B. Retroactive to January 1, 2022, the Union and the County have agreed to include thirteen (13) white collar employees currently employed in the County Parks Department, who were previously represented by Local 108, RWDSU, AFL-CIO (White Collar Department of Parks, Division of Parks and Recreation) and who decertified them and now wish to become members of this bargaining unit, which the County has voluntarily consented to.

C. Therefore, retroactive to January 1, 2022, these specific former Local 108 white collar employees shall become members of this bargaining unit and no other person/title or person holding a similar and/or exact title to the specifically named employees other than those specifically named employees will be represented by the Union as per this Agreement. These specifically named employees are as follows:

Carmen M. Baca, Clerk 3

Skyler Bolkin, Clerk 1

Susan M. Browne, Keyboarding Clerk 2
Edward Donlon, Program Coordinator Special Events
Margaret Everett, Clerk 1
Kathleen Glennon, Secretarial Assistant
R. Karen Knubel, Clerk 3
Lynora Lane, Keyboarding Clerk 2
Gary Lentini, Clerk 1
Lindsey Rinderknecht, Clerk 2
Coleen Rugani, Secretarial Assistant/Stenographer
Elizabeth Shepard, Archivist
Nancy Witkowski, Contract Administrator 1

These titles above relate to the specific individuals only and any other party holding such title other than the thirteen (13) above do not become members of Local 755, if they are not already, merely because these individuals have similar or identical titles.

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, 2026 shall commence in accordance with the Rules and Regulations promulgated by the Public Employment Relations Commission.

C. Negotiation sessions shall begin at times which are mutually convenient to the parties and will conclude when either party so desires. The Union representatives (not exceeding the number shown in Section 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 contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of County government. Except as otherwise provided herein, the Employer retains the exclusive right to hire, direct and schedule the work force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the work force observing demotional rights established by the New Jersey 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 - SALARIES AND WAGES

A. Effective and retroactive to January 1, 2020, there shall be a one (1.00%) percent or Five Hundred (\$500.00) Dollar across the board base salary increase, whichever is greater, applied to all employees' base wages for those on the active County payroll as of November 1, 2020.

B. Effective and retroactive to January 1, 2021, there shall be a one (1.00%) percent or Five Hundred (\$500.00) Dollar across the board base salary increase, whichever is greater, applied to all employees' base wages.

C. For all employees who are on the County's payroll as of August 1, 2022, the signing date of a Memorandum of Agreement (MOA) between USWU Local 755 and the County, and the employee(s) was (were) on the active payroll in calendar year 2020 (as defined below) for the County, said employee(s) shall receive an Eight Hundred Fifty (\$850.00) Dollar non-salaried payment, less applicable taxes (but no pensions contributions), to be paid within sixty (60) calendar days from August 1, 2022. 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.

D. For all employees who are on the County's payroll as of August 1, 2022, the signing date of a Memorandum of Agreement (MOA) between USWU Local 755 and the County, and the employee(s) was (were) on the active payroll in calendar year 2021 (as defined below) for the County, said employee(s) shall receive a Four Hundred Dollar (\$400.00) payment, which shall be added to their base salary before calculating any 2022 increase, less all applicable deductions, to be paid within sixty (60) calendar days from August 1, 2022. 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 2021 to be eligible for this payment.

E. Retroactive to January 1, 2022, if the employee(s) is (are) on the County's active payroll as of August 1, 2022, the employee(s) shall receive a two point twenty-five (2.25%) percent across the board base salary increase, subject to §6D above and §6I below.

F. Effective January 1, 2023, employees shall receive a Four Hundred (\$400.00) Dollar payment, which will be added to their base salary and then they will receive a three and one half (3.5%) percent across the board base salary increase.

G. Effective January 1, 2024, employees shall receive a two point fifty (2.50%) percent across the board base salary increase.

H. Effective January 1, 2025, employees shall receive a two point fifty (2.50%) percent across the board salary increase.

I. Effective January 1, 2022, the minimum salary for all forty (40) hour employees only will be Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00). Any forty (40) hour employee making less than Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00) will have their pay changed to reflect a paycheck based on a gross Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00) base pay for the full payroll periods going forward after January 1, 2022. Any forty (40) hour employee making less than Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00) gross on December 31, 2021, who, when their gross salary is raised by the Four Hundred Dollar (\$400.00) payment from §6D above and by the two point twenty-five (2.25%) percent pay raise on January 1, 2022 and their gross salary is then greater than Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00), the employee(s) will receive the higher of the two (2) salaries (i.e. a \$34,600.00 gross salaried employee on December 31, 2021 with a \$400.00 payment and then with a 2.25% raise on January 1, 2022 will be paid \$35,788.00, which is greater than \$35,360.00.).

J. Effective January 1, 2023, those members in this bargaining unit specifically deemed by the County Executive or designee to be HAZMAT first responders shall receive a one-time annual Seven Hundred Fifty (\$750.00) Dollar stipend, less all applicable deductions. Said stipend is separate and apart from overtime pay. Failure to serve a full year in this capacity will cause a pro-ration of the stipend based upon the time served in said capacity. The County Executive or designee will provide a list of the designated employees for calendar year 2023 and every calendar year beyond covered by this Agreement by December 1st of each year, starting December 1, 2022.

K. Anything to the contrary above notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same amount or percentage (as the case may be) as received by the unit at large the preceding January 1st. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive an increase in accordance with Section 6E through 6H, whichever, if any, is applicable.

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

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

N. For all former Local 108 white collar employees listed in Article 1, §B and §C above who are also on the County's payroll as of January 18, 2023 and the employee(s) was (were) on the active payroll in calendar year 2020 (as defined below) for the County, said employee(s) shall receive an Eight Hundred Fifty (\$850.00) Dollar non-salaried payment, less applicable taxes (but no pension contributions), to be paid within sixty (60) calendar days from January 18, 2023. 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.

O. For all former Local 108 white collar employees listed in Article 1, §B and §C above who are also on the County's payroll as of January 18, 2023 and the employee(s) was (were) on the active payroll in calendar year 2021 (as defined below) for the County, said employee(s) shall receive an Eight Hundred Dollar (\$800.00) payment added to their base salary before calculating any 2023 increase, less all applicable deductions, to be paid within sixty (60) calendar days from January 18, 2023. 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 2021 to be eligible for this payment.

P. Retroactive to January 1, 2022, if the applicable employee(s), as are specially set forth in Article 1, §B and §C above, is (are) on the County's active payroll as of the date of January 18, 2023, the applicable employee(s) shall receive a two point twenty-five (2.25%) percent across the board base salary increase, subject to §6T below.

Q. Effective January 1, 2023, those applicable employees, as specifically set forth in Article 1, §B and §C above, shall receive a three and one half (3.5%) percent across the board base salary increase.

R. Effective January 1, 2024, those applicable employees, as specifically set forth in Article 1, §B and §C above, shall receive a two point fifty (2.50%) percent across the board base salary increase.

S. Effective January 1, 2025, those applicable employees, as specifically set forth in Article 1, §B and §C above, shall receive a two point fifty (2.50%) percent across the board salary increase.

T. Effective January 1, 2022, the minimum salary for all former Local 108 white collar employees specifically set forth in Article 1, §B and §C above who work a forty (40) hour work week will be Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00). Any forty (40) hour employee making less than Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00) will have their pay changed to reflect a paycheck based on a gross Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00) base pay for the full payroll periods going forward after January 1, 2022. For such forty (40) hour former Local 108 white collar employees, as specifically set forth in Article 1, §B and §C above, making less than Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00) gross base pay on December 31, 2021, who, when their gross salary is raised by the two point twenty-five (2.25%) percent pay raise on January 1, 2022 and their gross salary is then greater than Thirty-Five Thousand Three Hundred Sixty Dollars (\$35,360.00), the employee(s) will receive the higher of the two (2) salaries (i.e. a \$35,000.00 gross salaried employee on December 31, 2021 with a 2.25% raise on January 1, 2022 will be paid \$35,787.50, which is greater than \$35,360.00).

U. 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 - SHIFT DIFFERENTIAL

A. All employees in departments with shift operations, except as noted below, shall be paid the following shift differential:

- (1) For shifts from 3pm to 11pm and from 4pm to 12 midnight: \$.90/hour
- (2) For shifts from 11pm to 7am and from 12 midnight to 8am: \$1.00/hour

B. For all hours that employees work, except as noted herein, between 11:00pm Friday and 7:00am on Monday, their hourly weekend differential shall be as follows:

CNA's	\$.70
Other employees	\$.70
LPN's / RN's	\$1.20

(all of the rates listed above are hourly)

Employees reporting to work and who do not complete their shift during the above-mentioned weekend periods will receive the weekend differential for all hours worked during the above-mentioned weekend periods, provided they work a minimum of one-half (1/2) of the hours of the shift they reported for.

C. In the event shift employees are required to work overtime in excess of forty (40) hours in any week, excluding unpaid leave, overtime shall be calculated on the base salary rate inclusive of required shift differential. This also applies specifically to those employees specifically set forth in Article 1, §B and §C above.

D. Irrespective of any provision to the contrary in this Article, this Article does not apply to Medical Examiner Investigators (MEIs) who are regularly scheduled to work the Pitman Schedule. Those MEIs who work the Pitman Schedule shall be governed by the provisions of Exhibit A as to any eligibility for shift differential.

ARTICLE 8 - PAYMENT ON PROMOTIONS

A. Any employee who is promoted or transferred to a higher title on or after January 1, 2004, the employee shall receive a seven (7.0%) percent increase over the employee's existing base salary prior to promotion.

B. Any employee who is demoted on or after January 1, 2004 from a promotional position, including those employees specifically named in Article 1, §B and §C above, shall receive a reduction in pay based on the following:

(1) The applicable employee's original salary in effect at the time of the promotion;
OR,

(2) A six (6%) percent reduction in the base salary of the applicable employee that they were receiving at the time of demotion, whichever results in the lesser of a reduction in salary.

ARTICLE 9 – LONGEVITY

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

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

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

C. Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

D. No employee hired on or after October 8, 2008 and up to and through November 6, 2013 shall receive longevity until he/she has served 108 months (9 years) with the County.

E. No employee hired after November 6, 2013 shall be entitled to longevity payments.

F. Effective January 1, 2023, all former Local 108 White Collar members, specifically listed in Article 1, §B and §C above, will receive the same longevity amounts as Local 755 members receive based on their individual years of service.

ARTICLE 10 - HEALTH BENEFITS

A. **Basic Medical/Hospital**

(1) 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. Employees must work at least twenty (20) hours per week to be eligible for such coverage. The Employer reserves the right in its sole discretion to change insurance carriers or 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. Effective January 1, 2018, all employees hired on or after January 1, 2018 shall work at least thirty (30) hours per week to be eligible for such coverage. However, any current employee (hired before January 1, 2018) who regularly works under thirty (30) hours weekly and is receiving health benefits as of December 31, 2017 will continue to receive said benefits under this Article unless they voluntarily reduce their hours.

(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 (2nd) 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).

(4) Effective January 1, 2009, the Bergen County Direct Access Plan (see Appendix) shall be offered as an option to existing employees. Employees hired on or after January 1, 2009 shall only be offered the Direct Access or HMO Plan(s).

B. Dental

The Employer shall maintain the currently effective dental benefits insurance program during the term of this Agreement sponsored by the New Jersey Dental Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program IIB, which plan shall provide for a 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 shall 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.

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 \$150.00 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.

(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 his 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 his/her designee shall have the authority in his/her 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

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

(2)(a) The co-pay for both thirty (30) and ninety (90) day supplies, as of January 1, 2018, shall be:

\$7.50 (generic)

\$35.00 (preferred brand name)

\$70.00 (non-preferred brand name)

(b) Effective February 17, 2023, all former Local 108 white collar members specifically listed in Article 1, §B and §C above will pay the following co-pays for both thirty (30) day and ninety (90) day supplies and will be governed as to said prescriptions and co-pays by the same rules and regulations as to prescriptions that govern Local 755 members. The prescription co-pays are as follows:

\$7.50 (generic)

\$35.00 (preferred brand name)

\$70.00 (non-preferred brand name)

(3) The insurance company shall pay any all charges above the deductible payment made by the employee.

(4) The Employer shall pay the full premium, subject to any employee contribution mandated by New Jersey law.

(5) This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective three (3) months after an employee's hire date. Any employee hired on or after January 1, 2018 in order to be eligible for prescription benefits must regularly work at least thirty (30) hours per week. However, any current employee (hired before January 1,

2018) who regularly works less than thirty (30) hours weekly and is receiving prescription benefits as of December 31, 2017 will continue to receive prescription benefits under this Article unless they voluntarily reduce their hours.

(6) 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. However, as of January 1, 2018, all maintenance drugs must be acquired by mail in a ninety (90) day supply or at County designated pharmacies, currently CVS. The provisions herein shall also apply to those employees specifically set forth in Article 1, §B and §C above.

(7) 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.

(8) 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.

(9) SaveOnSp. Plan entitles a member who is taking or will be taking a specialty medicine on the non-essential health benefits specialty drug listed 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. The provisions of this Section apply only to employees hired on or after January 1, 2021.

(10) 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 has been prescribed and dispensed in the proper quantity. The Unlimited Option under this Plan provides an all-inclusive pricing option in which the intended result is to provide the most effective drug

utilization program for eligible member(s), while offering safeguards, for example, against opioid abuse. The provisions of the Section apply only to employees hired on or after January 1, 2021.

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) There shall be a Two-Hundred Seventy-Five (\$275.00) Dollar benefit per year per employee effective January 1, 2016. Employees can accumulate this benefit for two (2) years up to a maximum of Five-Hundred and Fifty (\$550.00) Dollars.

(5) Should an employee combine this benefit in the first year of the two (2) year period and leave the County for any reason before the end of the two (2) year period, he/she shall reimburse Two Hundred Seventy-Five (\$275.00) Dollars to the County, which can be deducted from his/her final paycheck. Effective January 1, 2018, there shall be a Three Hundred (\$300.00) Dollar benefit per year per employee. Effective January 1, 2019, there shall be a Three Hundred Twenty-Five (\$325.00) Dollar benefit per year per employee. Employees can accumulate this benefit for two (2) years up to a maximum of Six Hundred Fifty (\$650.00) Dollars. Should an employee combine this benefit in the first year of the two (2) year period and leave the County for any reason before the end of the two (2) year period, he/she shall reimburse Three Hundred Twenty-Five (\$325.00) Dollars to the County, which can be deducted from his/her final paycheck.

(6) Dependents will be defined pursuant to the County's medical insurance plan.

F. (1) Effective September 1, 2017, for the period of September 1, 2017 through December 31, 2022 inclusive, all bargaining unit members shall contribute under Chapter 78 the amount they were contributing to the County for same as of September 1, 2017 irrespective of any increase in their base pay which may cause a change in their tier status or any increase in insurance premium status.

(2) Effective January 1, 2023, and for the period of January 1, 2023 through December 31, 2024 inclusive, the Chapter 78 contributions for bargaining unit members, except as noted below, 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, 2019. If an employee is hired after August 1, 2022, their pensionable base salary and the current premium rate as of their hire date shall apply, as amended in §F(3) below.

(3) Effective January 1, 2025, and for the period of January 1, 2025 through December 31, 2025 inclusive, the Chapter 78 contributions for bargaining unit members, except as noted below, 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 these categories as of December 31, 2020. If an employee is hired after August 1, 2022, their pensionable base salary and the current premium rate as of their hire date shall apply.

(4) 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.

(5) Irrespective of the provisions of §F(1), §F(2) and §F(3) above, for the period of January 1, 2022 through December 31, 2023 inclusive, for those former Local 108 white collar employees specifically set forth in Article 1, §B and §C above, their Chapter 78 contributions 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 for calendar year 2022. If an employee is hired after January 18, 2023, their pensionable base salary and the current premium rate as of their hire date shall apply.

(6) Irrespective of the provisions of §F(1), §F(2) and §F(3) above, effective January 1, 2024, and for the period of January 1, 2024 through December 31, 2025 inclusive, for those former Local 108 white collar employees specifically set forth in Article 1, §B and §C above, their Chapter 78 contributions 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 for calendar year 2023. If an employee is hired after January 18, 2023, their pensionable base salary and the current premium rate as of their hire date shall apply.

(7) The provisions of §F(4) above shall also specifically apply to those former Local 108 white collar employees specifically set forth in Article 1, §B and §C above.

G. Effective February 17, 2023, all those former Local 108 white collar bargaining unit members specifically listed in Article 1, §B and §C above shall receive the same medical, prescription, dental and vision benefits (except as amended in §A, §B, §D and §E as to the specific white collar employees listed in Article 1, §B and §C above) as Local 755 bargaining unit members receive in §A, §B, §D and §E above.

ARTICLE 11 - PERSONAL LEAVE DAYS

A. Each employee shall be entitled to take up to three (3) personal days in each year of this Agreement. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

B. Employees must be employed for three (3) months before becoming eligible for personal leave. However, an employee who first becomes employed by the County on or after January 1, 2004 must be employed for six (6) months before becoming eligible.

C. Employees hired after January 1, 2014 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 one tenth (1/10th) of his/her biweekly hours.

ARTICLE 12 - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A. Standard Work Week

The standard work week for employees hired prior to January 1, 2018 shall consist of five (5) days, Monday through Friday, from 7:00 A.M. to 5:00 P.M., with either one-half (1/2) hour or one (1) hour off unpaid for lunch as modified below. For employees hired after January 1, 2018, the work week shall consist of five (5) days, Monday through Sunday. The total work week for most unit employees is either thirty two and one-half (32½) hours or forty (40) hours. Employees who prior to November 6, 2013 worked forty (40) hours per week will continue such hours.

1. Employees working forty (40) hours per week shall receive either a one-half (1/2) hour or one (1) hour unpaid lunch, with one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Employees shall actually work eight (8) hours irrespective of their lunch period. Breaks shall not be combined with any meal period nor allowed to shorten a work day or to cover for a lateness or for any other reason other than a break.

2. Employees working thirty two and one-half (32½) hours per week shall receive a one-half (1/2) hour unpaid lunch, with one (1) fifteen (15) minute break in the morning and one (1)

fifteen (15) minute break in the afternoon. The employee shall actually work six and one-half (6½) hours per day, irrespective of their lunch period. Breaks shall not be combined with any meal period nor allowed to shorten a work day or to cover for a lateness or for any other reason other than a break.

3. Standard daily schedules shall be set within each Department and Division. New starting and ending times of each daily shift shall be discussed by the Employer and the Union prior to implementation or change. Employees currently working evenings and/or Saturdays and/or Sundays as part of their regular schedule shall continue to work those schedules. However, the provisions contained in the preceding paragraph shall not apply to those Departments, where certain employees, as of 2015, had regularly scheduled weekend work required; e.g., Nurses in the Jail, employees of Youth Services, and the Health Department.

4. Employees who are assigned to the Data Processing Department shall not be regularly scheduled for work on the weekends, since such was part of the agreement to increase the number of hours worked during the regular work week in return for the Employer's agreement not to include weekend hours in the employee's regular schedule. It is the present intent of the Employer to hire part time employees to cover the weekends. However, this paragraph does not apply to employees hired on or after January 1, 2017.

5. Where the department has a shift operation, standard hours shall be established by the Department Head so as not to exceed thirty two and one-half (32-1/2) hours in each week, or forty (40) hours weekly for employees who worked such hours prior to January 1, 2018.

6. When the demands of business necessitate, management maintains the right to change the schedule for an individual or individuals, fewer than fifteen (15), under the following provisions:

- a) The County will advise and consult with the Union at least thirty (30) calendar days before implementation of the proposed change, except as noted below.
- b) After discussions with the Union, the County will solicit qualified volunteers from within the organizational unit.
- c) If there are not sufficient qualified volunteers, the County shall assign qualified employees to the new schedule with the assignment(s) being made to the least senior

qualified employee(s) first.

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

e) In the event that an emergent condition occurs, the County shall notify the Union immediately and thereafter shall waive the thirty (30) calendar day period for the duration of the emergent condition.

7. In Shift Operations, the Employer shall post a schedule of each employee's shift two (2) weeks in advance of the start of any given work week. The Schedule may be changed from time to time thereafter. This Schedule will remain in effect until it is superseded by a new schedule, except as modified herein.

8. The provisions continued in Sections 5 and 7 above shall not apply to those Departments where certain employees had regularly scheduled weekend work required, e.g. Animal Shelter, employees of Youth Services, Spring House, BHCCC and the Health Department. Such regularly worked weekend (Saturday or Sunday or every other weekend) schedules shall continue.

9. Employees engaged in continuous operations are defined as those engaged in an operation for which there is regularly scheduled employment for seven (7) days per week. In such cases, Saturday and Sunday work schedules shall be rotated equitably among the employees in the Department, subject to all employees having the necessary qualifications as determined by the County for equitable rotation.

10. In case of Special Events, the County will solicit qualified volunteers within the Division/Department involved in said event. If a sufficient number of employees do not volunteer, the County shall mandate such a schedule for employee attendance in inverse seniority order within the Division/Department. The mandated employee(s) will be notified of the mandated change a minimum of ten (10) calendar days in advance of the event.

11. All bargaining unit members must advise the County if they hold a Commercial Driver's License (CDL). If they hold such, said bargaining unit members will be eligible to be called into work, or perform during regular work hours, for a snow event that requires their CDL.

license and paid at the applicable rate.

12. Irrespective of the language set forth §A(1) through §A(11) inclusive above:
 - (a) The standard work week for all former Local 108 white collar members specifically listed in Article 1, §B and §C above shall consist of a five (5) day work week, forty (40) hours per week, Monday through Sunday, except as noted below.
 - (b) With the exception of the provision of §(c) below, all of the former Local 108 white collar members, as set forth in Article 1, §B and §C above, shall continue to work their forty (40) hour per week schedule.
 - (c) Three (3) of the former Local 108 white collar members, set forth in Article 1, §B and §C above, who are currently working less than a forty (40) hour per week schedule shall be grandfathered as to their current working schedule, which are as follows:
 - (1) Two (2) employees shall continue to work thirty five (35) hours per week (Susan M. Browne and Kathleen Glennon); and,
 - (2) One (1) employee shall continue to work thirty-two and one-half (32.5) hours per week (R. Karen Knubel).

B. Overtime

1. All employees covered by this Agreement shall be eligible for overtime.
2. Overtime shall be paid as follows:
 - a) For hours worked beyond thirty-two and one-half (32 ½) hours per week, and up to and including forty (40) hours per week, payment shall be at straight time.
 - b) For hours worked in excess of forty (40) hours in one (1) week, payment shall be at time and one-half (1 ½).
 - c) All employees' standard hourly rate shall be used in computing overtime pay.
 - d) Part-time workers shall not be entitled to time and one-half (1 ½) pay unless they work more than forty (40) hours in a week.
 - e) When a snow emergency is declared by the County Executive, time worked by white collar employees of that department other than the normal working hours shall be paid at time and one-half (1 ½).
 - f) When a holiday is observed during the regular bi-weekly pay period and the

employee received pay for that day, those hours shall be included in the computation of overtime for that period.

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

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

i) When an employee is required to work on a holiday, he shall receive time and one-half (1½) 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 (1½) for the hours worked. The option shall be that of the employee.

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

k) At the option of the employee, overtime earned may be credited to the employee's Compensatory Time Off (CTO) Account to the extent permitted in the Section covering Compensatory Time Off (CTO) and as further modified by the provisions of §C below. The taking of such Compensatory Time Off (CTO) may only be arranged at the discretion of the Department Head.

l) When an institutional worker is required to work two (2) consecutive shifts, commonly referred to as a "double shift," he or she shall receive overtime at the rate of one and one-half (1 ½) times his or her regular rate of pay for the second (2nd) shift.

m) An employee shall be entitled to a meal reimbursement commencing with the third (3rd) hour beyond the employee's normal work day. The reimbursement shall not exceed Five (\$5.00) Dollars and is payable upon the presentation of a paid receipt submitted to the Employer or designee.

n) Irrespective of the provisions in §B(2)(a) through §B(2)(m) above, specific former Local 108 white collar employees as specifically set forth in Article 1, §B and §C above shall be entitled to the following:

Effective January 1, 2023, for purposes of overtime calculation eligibility, paid sick leave and compensatory time off shall count towards the calculation of overtime eligibility for the former Local 108 white collar members specifically listed in Article

1, §B and §C above.

3. Overtime List

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

In case of an emergency, the Department Head shall have the right to call in any employee to work overtime, regardless of title or seniority.

4. Employees who have exhausted all time off and who call out sick, thereby resulting in a "no-pay status", shall be ineligible for any overtime during the pay period in which they are on "no-pay status".

C. Compensatory Time Off

1. To the extent permitted by applicable State and Federal Law, employees who work in excess of their regular hours may elect to take CTO. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Department Head and subject to the needs of the Department. If the extra time is in excess of forty (40) hours, the employee may elect to take off one and one-half (1½) times the hours worked, subject to the approval of the Department Head and the needs of the Department. Compensatory time may be earned and accrued by employees. The compensatory time accrual may not exceed a maximum of seventy (70) hours. In addition, no employee shall be eligible for nor be allowed to bank overtime as CTO if the time worked is directly related to an underlying state of emergency that is being Federally reimbursed.

2. The former Local 108 white collar members who are specifically listed in Article 1, §B and §C above shall continue to be capped as to maximum compensatory time accrual at forty (40) hours through December 31, 2022. Effective January 1, 2023, the maximum compensatory time accrual shall be increased to fifty (50) hours. Effective January 1, 2024, the maximum compensatory time accrual shall be increased to sixty (60) hours. Effective January 1, 2025, the maximum compensatory time accrual shall be increased to seventy (70) hours.

D. Irrespective of any of the provisions set forth in Section A, Section B and/or Section C of this Article and their individual subparts, Medical Examiners Investigators (MEIs) who work the Pitman Schedule shall have their work schedules, overtime eligibility/opportunities and compensatory time off eligibility/opportunities governed by the provisions set forth in Exhibit A.

ARTICLE 13 - PAY DURING ABSENCE

A. Unscheduled Absences

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

B. Scheduled Absences

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

C. Jury Duty

A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against the employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received

for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

D. Sick Leave

1. If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's Department Head or supervisor be notified, according to County policy. Each Department shall post (in a central area) and distribute to all employees, in writing, the procedures to notify the Employer of an absence. Failure to give prior notification shall result in disapproval of the request for sick leave or be considered as an unscheduled absence.

2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) consecutive work days or more, a doctor's certificate must be submitted. The Department Head retains the right, in sick leave cases of less than five (5) days, to request the County's Personnel Director to obtain a Physician's Certificate. Such request must be reasonable and not made arbitrarily. The Department Head also has the right to require an examination by an Employer physician if the Department Head has any questions as to the employee's condition.

3. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

4. Sick Leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first (1st) 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.

5. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked

each pay period.

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

7. Sick leave may be granted for:

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

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

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

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

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

9. Effective 2004, the County will institute a sick leave buy back program as follows:

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

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

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

d) The rate at which the days will be paid shall be the yearly rate in the year in which

the sell back notification occurs.

e) The County will pay the sick leave buy back amount by the first (1st) pay period in February of the next year.

f) Further subject to the provisions of Section D(10) below, as per State law, effective January 1, 2022, the provisions of this Section shall only apply to all bargaining unit employees who were hired by the County on or before December 31, 2011.

10. Employees hired on or after January 1, 2012 are not eligible for the sick leave buy back program above.

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 absence due to an accident, illness or injury which is compensable under the Workers Compensation statutes or any policy of Workers Compensation Insurance applicable to the said employees and who have completed three (3) months' service

with the Employer will be compensated by the Employer on a bi-weekly basis at the regular base rate of pay for a period not in excess of thirty (30) working days for each new separate injury. Payments shall be made in either of the following ways:

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

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

If eligibility for such payments 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 against sick leave accrual, if available, in any case where the Employer is contesting the employee's eligibility for injury' leave. In the event that the Workers Compensation Division determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance.

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

6. Medical Proofs: In order to limit the obligation of the Employer for each new separate injury, the Employer may require the employee to furnish medical proof or submit to a medical examination by the Employer at its expense to determine whether a subsequent injury is a new

and separate injury or an aggravation of a former injury while in the Employer's service.

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

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

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

F. Bereavement Leave

Employees shall be entitled to four (4) consecutive working days leave with pay, one (1) day of which must be the day of burial in the event of the death of a member of their immediate family. Immediate family is defined as and is limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employee's 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. All employees hired on or before December 31, 2011 shall be capped as to terminal leave at fifty (50.0%) percent of accumulated sick leave not to exceed Twenty Thousand (\$20,000.00) Dollars. Employees hired after December 31, 2011 and before January 2, 2018 shall be capped as to terminal leave at fifty (50%) percent of accumulated sick leave not to exceed Fifteen Thousand (\$15,000.00) Dollars. Employees hired after January 1, 2018 shall not be eligible for any terminal leave payment.

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 the employee had been employed by the Employer for seven (7) consecutive years.

3. Employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week, except as noted above.

H. Leave of Absence

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

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

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

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

2. Employees shall be covered for family leave pursuant to the applicable County policy.

3. Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Department Head prior to requesting such leave.

4. Military Training Leave

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

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

c) A full-time or part-time, permanent, provisional or unclassified employee who

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

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

ARTICLE 14 - VACATION

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

(1) One (1) day per month in the first (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).

(4) Employees hired after November 6, 2013 shall be entitled to a maximum of twenty (20) days after ten (10) years of service.

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. For calendar year 2020 only, an employee shall be allowed to carryover seven (7) days of vacation time in addition to their annual one (1) year carryover as prescribed herein in Section C(4) below. The days in question shall be converted into the Flexible Vacation (FLAC) account to be used as per the provisions of this Article.

4. 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.

5. 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(6) below.

6. 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.

7. 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.

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

9. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.

10. 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.

11. 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 Head. The Department Head may require that vacation be scheduled in other than the summer months when the needs of the department require it.

12. 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 Head at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 15 - HOLIDAYS

A. 1. 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 (see below)
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

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.

2. (a) Effective January 1, 2004, the Employee's Birthday will be available as a holiday day off. If an employee's birthday falls on a Saturday or Sunday, the Saturday birthday will be celebrated on a Friday and the Sunday birthday will be celebrated on a Monday unless the employee normally works Saturday and/or Sunday. The employee shall not be eligible for nor receive holiday pay if they work the actual day of their birthday.

(b) If a scheduled holiday falls on the employee's normally scheduled day off, he/she shall be afforded another paid holiday in lieu of the scheduled holiday. The employee has the option to receive holiday payment on their normally 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.

(c) Employees whose birthday(s) fall during their vacation shall receive the day before off. Otherwise, the employee's birthday will be celebrated on the actual day in question, unless more than five (5.0%) percent of the employee's division have the same birthday, then the employee(s) will take the birthday during the week the birthday occurs.

(d) The day of the holiday for employees working in 24/7 facilities shall be the actual holiday unless the employee works a Monday through Friday schedule.

B. General:

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

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

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

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

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

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

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

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

7. Irrespective of any language to the contrary, any employee who is supposed to work on a holiday and calls in sick and/or for any other prior non-approved leave shall be required to produce a doctor's note when he/she returns to work.

ARTICLE 16 - PENSION

Pensions shall be provided in accordance with applicable State law.

ARTICLE 17 – 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.

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

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

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

3. The Union may appeal the decision of the Department Head by appealing to the County Executive or designee 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 his designee shall decide the matter within ten (10) calendar 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 designee to an arbitrator appointed by the parties pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, Trenton, New Jersey. The Union shall file a written demand for arbitration with the New Jersey Public Employment Relations Commission within ten (10) calendar days of the receipt by the employee and the Union of the County Executive's or designee's decision. A copy of the demand for arbitration shall also be sent to the County Executive or designee.

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

In the event of the submission of any matter for arbitration as herein provided, the Arbitrator shall have no right or power to alter or modify the terms of this Agreement. The cost

of the Arbitrator and his/her expenses shall be borne equally by both parties, unless otherwise provided by law.

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 subsequent 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) 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 elect to represent themselves.

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

4. A County employee not in the classified service, as defined by the New Jersey Civil Service Commission and not serving in a title set forth on Schedule A, attached hereto, and who was appointed by Resolution of the County Executive and who is serving at the pleasure of the County Executive, is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

ARTICLE 18 - RELEASE TIME

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

B. Effective January 1, 2004, the Local Union President only shall be provided one (1) day per month to attend to Union functions. The Union President shall provide the Director of Personnel and his/her Department Director a minimum of seventy-two (72) hour prior written notice prior to seeking to take such time and receive approval. Such written notice shall also include the location(s) where the President will attend to Union functions on that day. There shall be no monthly or yearly accumulation. Said release time may be rejected if the granting of such would be detrimental to the operations of the County.

ARTICLE 19 - SENIORITY RIGHTS

A. Permanent employees shall be entitled to rights for seniority with respect to changes in job assignment, hours or working conditions within that title only when there is an authorized vacancy. Nothing in this Article shall limit the County's managerial prerogatives.

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

ARTICLE 20 - SHIFT CHANGES

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

ARTICLE 21 -DUES

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

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

C. The Union agrees to indemnify and hold the County harmless from any claim or action commenced by an employee against the Employer which arises out of any of the aforesaid

deductions under this Article, provided that the claim does not arise out of the negligence of the Employer.

ARTICLE 22 - OUT OF TITLE WORK

In the event a permanent employee is temporarily assigned by the Department Head to perform duties which are not set forth in the employee's job description and which are duties set forth in a higher title and the employee performs those duties during fifty (50.0%) percent of his/her working time, over a period in excess of one (1) month, the employee shall be forthwith provisionally appointed by the Employer to the said higher title and shall be paid accordingly, pending the results of a promotional examination issued by the New Jersey Civil Service Commission. If the employee, as a result of the promotional examination, is not eligible for permanent appointment in the said title, the employee will revert back to their previous title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title. The parties agree that a permanent employee must be formally assigned in writing by the Department Head to perform duties of a higher title.

ARTICLE 23 - PERSONNEL FILE

All entries in an employee's personnel file shall be contained in both the Employer's Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc. shall be placed in department files which are not also placed in the Employer's Personnel file. No entries, notations, documents, etc. which reflect on the employee's ability, performance or character shall be placed in a department file or in the Employer'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 an initialed copy given to the employee. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry but shall solely acknowledge notice of the entry.

ARTICLE 24 - LAYOFFS

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.

ARTICLE 25 – 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's vehicle policy attached hereto.

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, with 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 26 – TUITION REIMBURSEMENT

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

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

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

C. Tuition Reimbursement shall not exceed Two Thousand Seven Hundred (\$2,700.00) Dollars per year (\$300.00 per credit)

D. The per credit amounts set forth in Section C above are the maximum credit payments eligible to be made; the County shall reimburse the employee for the actual tuition credit rate of the school, not to exceed the maximum per credit amount. The total maximums are based on the actual per credit rates of the school in question and the number of credits taken, not to exceed the total maximum amount.

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

ARTICLE 27 – LICENSE COST REIMBURSEMENT

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

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

ARTICLE 28 – PHYSICAL EXAMINATIONS

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 29 – ON-CALL PAY FOR APPLICABLE EMPLOYEES

A. Certain employees of the County/Employer may be required to make themselves available by being “On-call” during periods of time not included in their regular-work week. The Union will be notified of employees designated to be “On-call.” If the County requires additional On-call employees, the County will provide the affected employees and the Union with at least two (2) weeks notice except in cases of a declared emergency by Federal, State or County officials. Positions that are generally eligible for this “On-call” payment are: Case Monitor Juvenile Offender, Supervisory Youth Group Worker, Youth Services Counselor, Senior Psychiatric Social Worker, Counselor, Registered Environmental Health Specialist, Juvenile/Family Crisis Intervention, Youth Opportunity Coordinator, Senior Youth Worker, Social Case Worker Supervisor, Alcoholism Counselor/Drug Abuse Counselor, Environmental Health Specialist, Supervisor of Nurses, Head Nurses and Hospital Utilization Coordinator. The County/Employer may select other titles covered by this bargaining unit for On-call assignment. On-call payment, effective January 1, 2018, shall be as follows: (a) Eighty (\$80.00) Dollars per week if On-call between 7:00 A.M. Monday and 5:00 P.M. Friday; and/or, (b) One Hundred (\$100.00) Dollars per week if On-call between 5:01 P.M. Friday and 6:59 A.M. the following Monday. An On-call employee could be eligible for both of the payments above if they are designated to be On-call for the entire period in question.

B. Irrespective of the provisions set forth in Section A above, Medical Examiners Investigators (MEIs) shall be governed, as it relates to On-Call, by the provisions set forth in Exhibit A, Section B(11).

ARTICLE 30 – NOTIFICATION TO UNION OF CERTAIN HIREES

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

ARTICLE 31 – PER DIEM EMPLOYEES

A. Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement, except any employee hired on or after January 1, 2018 must work thirty (30) hours or more to receive all fringe benefits as provided in this Agreement.

B. (1) The Employer shall have the right to hire, less than twenty (20) hours per week, per diem employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring of a twenty (20) hour per week or greater employee.

(2) Effective January 1, 2018, the Employer shall have the right to hire less than thirty (30) hours per week per diem employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from the hiring of a thirty (30) hour per week or greater employee.

C. In a 24/7 operation, which has State staffing requirements, there is a mandate to fill vacation requests, sick call outs, emergency call outs and leaves of absence. If the County requires the use of Per Diem staff for more than Thirty (30) hours for the purposes stated previously and does not violate the tenets of Article 31 – B (above), the Union will have no objection.

ARTICLE 32 – UNIFORMS

A. Each nursing employee who is required to wear a uniform, as a term of his/her employment, shall receive an annual uniform allowance of Two Hundred Fifty (\$250.00)

Dollars. Such amount will be paid on the first payroll period after January 31st of each year of this Agreement. Effective January 1, 2014, the annual Uniform/Shoe allowance shall be Three Hundred (\$300.00) Dollars per year.

B. Hazmat employees shall, upon hiring, receive an initial uniform allotment. Then every year thereafter, said employees will be entitled to the clothing allowance amounts set forth in §A above.

C. All other employees who receive a clothing allowance will receive the amount set forth in §A above.

D. All employees who receive a clothing allowance shall, at all times, while in the County's employ, wear their uniform.

ARTICLE 33 – EMPLOYMENT OPPORTUNITIES

Effective as of the signing of this Agreement, the County agrees to establish an interview list of Union members for employment opportunities throughout the County. The County will call the list as job openings occur, consistent with New Jersey Civil Service Commission rules and regulations.

ARTICLE 34 – SEVERABILITY

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

ARTICLE 35 – 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.

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

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.

ARTICLE 36 – MISCELLANEOUS PROVISIONS

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

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

ARTICLE 37 - HEALTH/SAFETY/FAMILY CAREGIVER/WORKPLACE COMMITTEE

There shall be a health and safety/family caregiver/workplace committee consisting of three (3) employees of the bargaining unit who shall be selected by the Union President and three (3) persons employed by the Employer who shall be selected by the County Executive or his/her designee. This committee shall initially meet within forty-five (45) days of ratification and at least quarterly thereafter. The committee shall discuss matters of health and safety/family caregiver/workplace as it pertains to County operations and procedures and shall be entitled to bring its comments and recommendations to the Employer for its consideration. Upon the affirmative vote of three (3) members of the Committee, applicable problems shall be brought directly to the attention of the County Executive or his/her designee.

ARTICLE 38 – CONTINUATION OF CONTRACT PROVISIONS

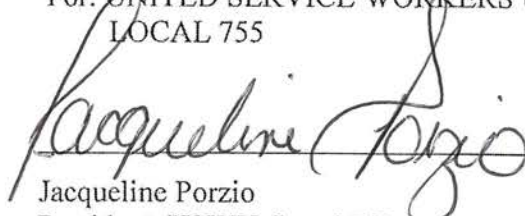
All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.


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


For: THE COUNTY OF BERGEN

For: UNITED SERVICE WORKERS UNION,
LOCAL 755


James J. Tedesco, III
County Executive


Jacqueline Porzio
President, USWU, Local 755


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

 7/19/23
Kevin E. Boyle, Jr.
Public Sector Coordinator, USWU, Local 755

ATTEST:



Union Committee:

ATTEST:



SCHEDULE A TITLES (both parties agree that "Schedule A" is not fully inclusive or exclusive of all the Civil Service Titles that may be covered by this Agreement)

ACCOUNT CLERK

ACCOUNT CLERK TYPING

ACCOUNTANT

ACCOUNTING PROCEDURES ANALYST

ACCOUNTING ASSISTANT

ADMINISTRATOR CULTURAL & HISTORIC AFFAIRS

ADMINISTRATIVE CLERK

ADMINISTRATIVE CLERK BILINGUAL

ADMINISTRATIVE SECRETARY

ADMISSION AND RECEIVING OFFICER

ADMITTING OFFICER

ADVANCED PRACTICE NURSE

AGENCY AIDE

ALCOHOLISM COUNSELOR

ALCOHOLISM COUNSELOR/DRUG ABUSE COUNSELOR

ARCHITECT

ASSISTANT BUDGET EXAMINER

ASSISTANT CHIEF CLERK

ASSISTANT CHIEF MECHANIC VOTING MACHINES

ASSISTANT CHIEF MICROBIOLOGIST

ASSISTANT DIRECTOR ALCOHOL REHABILITATION

ASSISTANT ENGINEER

ASSISTANT FOOD SERVICE MANAGER

ASSISTANT HEALTH EDUCATOR

ASSISTANT LAUNDRY MANAGER

ASSISTANT PLANNER

ASSISTANT PROGRAM ANALYST

ASSISTANT PROGRAM COORDINATOR AGING

ASSISTANT SUPERVISING HEAT A/C MECHANIC

ASSISTANT SUPERVISOR CENTRAL SUPPLY

ASSISTANT SUPERVISOR FOOD SERVICE
ASSISTANT SUPERINTENDENT JUVENILE DETENTION
ASSISTANT TRAFFIC ENGINEER
BOOKBINDER
BOOKKEEPING MACHINE OFFICE/CASHIER TYPING
BOOKKEEPING MACHINE OPERATOR
BOOKKEEPING MACHINE OPERATOR/CASHIER
BUILDING SUPERINTENDENT
BUYER
CANCELLATION CLERK
CANCELLATION CLERK TYPIST
CARPENTER FOREMAN
CASE MONITOR JUVENILE OFFENDER
CASHIER
CASHIER TYPING
CHIEF ADMINISTRATIVE SERVICES
CHIEF CHEMIST PATHOLOGY LABORATORY
CHIEF CLERK
CHIEF ELECTROCARD TECHNICIAN
CHIEF HEMATOLOGIST
CHIEF HISTOLOGIST
CHIEF MECHANIC VOTING MACHINE
CHIEF MEDICAL TECHNOLOGIST
CHIEF PROBATE CLERK
CHIEF REGULATORY ENVIRONMENTAL HEALTH SPECIALIST
CHIEF SEROLOGIST
CHIEF STATIONARY ENGINEER
CHIEF X-RAY TECHNICIAN
CLERK
CLERK STENOGRAPHER
CLERK TRANSCRIBER
CLERK TYPIST
CLERK TYPIST BILINGUAL

CLERK TO THE COUNTY CONTRACT OFFICE
CLINICAL PSYCHOLOGIST
COMMUNITY ORGANIZATION SPECIALIST
COMMUNITY RELATIONS AIDE
COMMUNITY SERVICE AID
COMMUNITY SERVICE WORKER
COMMUNITY SYSTEMS TECHNICIAN
COMMUNITY SERVICE WORKER COMPTROLLER
COMPUTER OPERATOR
COMPUTER OPERATOR/PRINCIPAL CLERK TYPIST
COMPUTER SERVICE TECHNICIAN
CONFIDENTIAL ASSISTANT
CONFIDENTIAL SECRETARY
CONTRACT ADMINISTRATOR 1
CONTRACT ADMINISTRATOR 2
COORDINATOR OF SPACE ALLOCATION
COORDINATOR CHILD DAY CARE
COORDINATOR CONGREGATE HOUSE SERVICES P.R.
COORDINATOR SPECIAL CHILD HEALTH SERVICES P.R.
COORDINATOR SOCIAL SERVICES
COORDINATOR SPECIAL TRANSPORTATION
COST ESTIMATOR PROPERTY
COST ESTIMATOR PROPERTY IMPROVEMENT
COUNSELOR ADOLESCENT UNIT
COUNSELOR VICTIM WITNESS PROGRAM
DATA CONTROL CLERK TYPING
DATA ENTRY MACHINE OPERATOR TYPING
DATA ENTRY MACHINE OPERATOR
DATA PROCESSING PROGRAMMER
DATA PROCESSING SYSTEM PROGRAMMER
DATA PROCESSING TECHNICIAN
DENTAL ASSISTANT
DENTAL HYGIENIST

DOCKET CLERK
DRAFTING TECHNICIAN
DRUG ABUSE AIDE
DRUG ABUSE COUNSELOR
EARLY CHILD SPECIALIST
EARLY CHILD SPECIALIST BI-LINGUAL
ELECTIONS CLERK
ELECTIONS CLERK TYPING
EMERGENCY MEDICAL TECHNICIAN INSTRUCTOR
ENVIRONMENTAL COMP INVESTIGATOR 3
ENVIRONMENTAL COORDINATOR
ENVIRONMENTAL HEALTH SPECIALIST
ENVIRONMENTAL SCIENTIST 2
EXAMINER 1 CREDENTIALS
EXAMINER/EDUCATION CREDENTIALS
FAMILY & NEIGHBOR COUNSELOR
FAMILY COUNSELOR
FAMILY SERVICE WORKER
FIELD REPRESENTATIVE DISEASE CONTROL
FIELD REPRESENTATIVE DISEASE CONTROL BILINGUAL SPANISH/ENGLISH
SPANISH/ENGLISH FIELD REPRESENTATIVE HEALTH EDUCATION
FIELD REPRESENTATIVE SENIOR CITIZENS PROGRAM
FISCAL ANALYST
FISCAL OFFICER
FOOD SERVICE MANAGER
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST I
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST II
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST III
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST TRAINEE
GRADUATE NURSE PUBLIC HEALTH
GRADUATE NURSE
GRAPHIC ARTIST
HEAD NURSE

HEALTH EDUCATOR
HOSPITAL ATTENDANT
HOSPITAL UTILIZATION REVIEW COORDINATOR
IDENTIFICATION CLERK
INDEX CLERK
INDUSTRIAL HYGIENIST
INSTRUCTOR IN SERVICE NURSING
INTERVIEWER VETERANS SERVICE BUREAU
INVESTIGATOR COUNTY ADJUSTER
INVESTIGATOR ELECTIONS
INVESTIGATOR 1
INVESTIGATOR 2
INVESTIGATOR TRAINEE
LAND SURVEY/PRINCIPAL ENGINEERING
LAND SURVEYOR
LANDSCAPER FOREMAN
LEGAL SECRETARY
LEGAL STENOGRAPHER
LOAN ADVISOR
MAIL CLERK
MANAGEMENT SPECIALIST
MANAGER MOBILE MEALS PROGRAM
MECHANIC VOTING MACHINES
MEDICAL SOCIAL WORKER
MENTAL HEALTH WORKER
MICROFILM MACHINE OPERATOR
MICROFILM SYSTEM SUPERVISOR
M. I. S. SPECIALIST
MORGUE KEEPER
MORTICIAN
MOSQUITO IDENTIFICATION SPECIALIST
MOTOR VEHICLE OPERATOR ELDERLY/HANDICAPPED PERSON
NETWORK ADMINISTRATOR

NUTRITION TECHNICIAN
OCCUPATIONAL THERAPIST SUPERVISOR
OFFICE SUPERVISOR
PARALEGAL SPECIALIST
PHOTO PROCESSING & DEVELOPMENT
POLICE RECORDS CLERK
PRACTICAL NURSE
PRINCIPAL ACCOUNT CLERK
PRINCIPAL ACCOUNT CLERK TYPING
PRINCIPAL ACCOUNTANT
PRINCIPAL CASHIER
PRINCIPAL CLERK
PRINCIPAL CLERK STENOGRAPHER
PRINCIPAL CLERK TYPIST
PRINCIPAL CLERK TYPIST/REGISTRAR VITAL STATISTICS
PRINCIPAL CLERK TYPIST/SENIOR TELEPHONE OPERATOR
PRINCIPAL CLERK TYPIST/TELEPHONE OPERATOR
PRINCIPAL DATA ENTRY MACHINE OPERATOR
PRINCIPAL DATA CONTROL CLERK TYPING
PRINCIPAL DATA PROCESSING SYSTEM PROGRAMMER
PRINCIPAL DOCKET CLERK
PRINCIPAL DATA CONTROL CLERK
PRINCIPAL DOCKET CLERK TYPING
PRINCIPAL DRAFTING TECHNICIAN
PRINCIPAL ELECTIONS CLERK
PRINCIPAL ELECTION CLERK TYPING
PRINCIPAL EMPLOYEE BENEFITS CLERK
PRINCIPAL ENGINEER
PRINCIPAL ENGINEER BRIDGES
PRINCIPAL ENGINEER CIVIL
PRINCIPAL ENGINEER HYDRAULIC
PRINCIPAL ENGINEER TRAFFIC
PRINCIPAL INDEX CLERK

PRINCIPAL INDEX CLERK TYPING
PRINCIPAL LEGAL STENOGRAPHER
PRINCIPAL MEDICAL STENOGRAPHER
PRINCIPAL PLANNER
PRINCIPAL PLANNING ENGINEER
PRINCIPAL REGULATORY ENVIRONMENTAL HEALTH SPECIALIST
PRINCIPAL SANITARY INSPECTOR
PRINCIPAL TRAFFIC ANALYST
PRINCIPAL YOUTH GROUP WORKER
PRINTING MACHINE OPERATOR 3
PROBATE ASSISTANT
PROBATE CLERK
PROGRAM ANALYST
PROGRAM COORDINATOR AGING
PROGRAM COORDINATOR ALTERNATIVE DOMESTIC VIOLENCE
PROGRAM COORDINATOR COMMUNITY CENTER
PROGRAM COORDINATOR DRUG ALCOHOL ABUSE
PROGRAM COORDINATOR MENTAL HEALTH
PROGRAM COORDINATOR SPECIAL EVENTS
PROGRAM DEVELOPMENT SPECIALIST COMMUNITY SERVICE
PROGRAM DEVELOPMENT SPECIALIST HUMAN RESOURCES
PROGRAM MONITOR
PROGRAM NUTRITIONIST
PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITY
PROJECT COORDINATOR
PROJECT COORDINATOR CONSTRUCTION
PROJECT COORDINATOR JUVENILE COUNSELING & REHABILITATION
PSYCHIATRIC SOCIAL WORKER
PSYCHIATRIC SOCIAL WORKER SUPERVISOR
PUBLIC HEALTH COORDINATOR
PUBLIC HEALTH NURSE
PUBLIC HEALTH NURSE SUPERVISOR
PUBLIC INFORMATION ASSISTANT

PURCHASING ASSISTANT
RADIO DISPATCHER/SENIOR CLERK TYPIST
RECEPTIONIST
RECEPTIONIST/TELEPHONE OPERATOR
RECEPTIONIST TYPING
RECORDER OPERATIONS COURTS TYPING
RECORDS MANAGEMENT ANALYST
RECORDS MANAGER
RECORDS PROGRAM SPECIALIST
RECORDS RETRIEVAL OPERATOR
RECORDS SUPERVISOR CULTURAL SERVICES
RECORDS SUPERVISOR SENIOR CITIZEN
RECOVERY ASSISTANT DETOXIFICATION UNIT
RECREATION AIDE
RECREATION LEADER
RECREATION PROGRAM SPECIALIST
RECREATION SUPERVISOR SENIOR CITIZEN
REGISTERED ENVIRONMENTAL HEALTH SPECIALIST
RESEARCH AIDE TYPING
RIGHT TO KNOW PROJECT SPECIALIST
SENIOR ACCOUNT CLERK
SENIOR ACCOUNT CLERK TYPING
SENIOR ACCOUNTANT
SENIOR ALCOHOLISM COUNSELOR
SENIOR ART THERAPIST
SENIOR AUDIO VISUAL AIDE
SENIOR BOOKKEEPING MACHINE OPERATOR
SENIOR BUYER
SENIOR CANCELLATION CLERK
SENIOR CITIZEN PROGRAM AIDE
SENIOR CLERK
SENIOR CLERK STENOGRAPHER
SENIOR CLERK TYPIST

SENIOR CLERK TYPIST BILINGUAL ENGLISH/SPANISH
SENIOR CLINICAL PSYCHOLOGIST
SENIOR COMMUNITY SERVICE WORKER
SOCIAL WORKER
SOCIAL WORKER DRUG ABUSE & ALCOHOLISM COUNSELOR
SOCIAL WORKER HEALTH
SOCIAL WORKER JUVENILE REHABILITATION
SOCIAL WORKER SUPERVISOR
STOCK CLERK
SUPERVISING ACCOUNTS
SUPERVISING ACCOUNT CLERK
SUPERVISING ACCOUNT CLERK TYPING
SUPERVISING ADDRESSOGRAPH OPERATORS
SUPERVISING ADMINISTRATIVE ANALYST
SUPERVISING ALCOHOLISM COUNSELOR
SUPERVISING BOOKKEEPING MACHINE OPERATOR
SUPERVISING CENTRAL MAIL ROOM
SUPERVISING CLERK
SUPERVISING CLERK STENOGRAPHER
SUPERVISING CLERK TYPIST
SUPERVISING CLINICAL DIETICIAN
SUPERVISING COMMUNICATIONS
SUPERVISING COMPUTER OPERATOR
SUPERVISING CONTRACT ADMINISTRATOR
SUPERVISING DATA CONTROL CLERK
SUPERVISING DATA ENTRY MACHINE OPERATOR
SUPERVISING DIETICIAN
SUPERVISING DRAFTING TECHNICIAN
SUPERVISING DRUG ABUSE COUNSELOR
SUPERVISING ELECTIONS CLERK TYPING
SUPERVISING ELECTIONS CLERK
SUPERVISING ELECTRICIAN
SUPERVISING ENGINEER

SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST
SUPERVISING FAMILY & NEIGHBOR COUNSELOR
SUPERVISING GARAGE SERVICES
SUPERVISING INDEX CLERK
SUPERVISING MAINTENANCE REPAIRER REFRIGERATOR /AC
SUPERVISING MEDICAL RECORDS
SUPERVISING PAYROLL CLERK
SUPERVISING PLANNER
SUPERVISING PROGRAM DEVELOPMENT SPECIALIST C/S
SUPERVISING PROGRAM DEVELOPMENT SPECIALIST
SUPERVISING PROGRAMMING
SUPERVISING RECEPTIONIST
SUPERVISING RESPIRATORY THERAPIST
SUPERVISING SENIOR CITIZENS ACTIVITIES
SUPERVISING TRANS VEHICLE MAINTENANCE
SUPERVISING YOUTH GROUP WORKER
SUPERVISOR OF ACCOUNTS
SUPERVISOR OF NURSES
SUPERVISOR OF RECORDS
SUPERVISOR SENIOR CITIZEN ACTIVITIES
SUPERVISOR SENIOR CITIZEN OUTREACH & REFERRAL PROGRAMS
SUPERVISOR TRANSPORT/VEHICLE MAINTENANCE
SYSTEMS ANALYST
TECHNICAL ASSISTANT MANAGEMENT SYSTEMS
TRAFFIC ENGINEER
TRAINING COORDINATOR
TRANSPORTATION ANALYST
VETERANS SERVICE OFFICER
VIOLATIONS CLERK
WARD CLERK TYPING
WORK PROCESSING OPERATOR
YOUTH GROUP WORKER
YOUTH OPPORTUNITY COORDINATOR

YOUTH SERVICES COUNSELOR
YOUTH WORKER

EXHIBIT A

Medical Examiner Investigators (MEIs) and the Pitman Schedule

A. Medical Examiner Investigators (MEIs)

- (1) The person in charge is the County Director of the Department of Public Safety or their designee.
- (2) A Medical Examiner Investigator (MEI) is defined as a person employed by the County who investigates any death that falls under the jurisdiction of the County's Medical Examiner or the County Coroner, including, but not limited to, any and all suspicious, violent, unexplained and unexpected deaths. An MEI is responsible for the deceased, whereas the local law enforcement jurisdiction is responsible for the scene. The MEI shall perform scene investigations emphasizing information developed from the deceased and determine the extent to which further investigation is necessary. MEIs are within the chain of command of the Investigator 3, also known as the Chief Investigator. The County will utilize the Office of Chief State Medical Examiner job title series for investigators in the Medical Examiner's (ME's) office. These job titles are Investigator Trainee, Investigator 1 and Investigator 2.

B. MEIs Working a Pitman Schedule

- (1) MEIs in the job title of "Investigator 1" are now working under what is generally known as a fixed "Pitman Schedule." Once sufficiently trained and qualified, MEIs in the job title of "Investigator Trainee" also work under the Pitman Schedule. MEIs in the job title of "Investigator 2" and "Investigator 3" are not regularly working under the Pitman Schedule, but may fill in for those working the Pitman Schedule on an "as needed" basis.
- (2) A fixed "Pitman Schedule" uses twelve (12) hour shifts to provide twenty-four (24) hour per day, seven (7) day per week coverage. The Pitman Schedule consists of a fourteen (14) day cycle. In the fourteen (14) day cycle, "Team 1" works two (2) consecutive shifts, followed by two (2) days off duty, works three (3) consecutive shifts, followed by two (2) days off duty, and then works two (2) consecutive shifts, followed by three (3) days off duty. Then, this fourteen (14) day cycle repeats. "Team 2" is off two (2) consecutive shifts, followed by two (2) days on duty, is off three (3) consecutive shifts, followed by two (2) days on duty, and then is off two (2) consecutive shifts, followed by three (3) days on duty. Then, this fourteen (14) day cycle repeats. Thus, each employee is regularly scheduled to work seven (7) days, for a total of eighty-four (84) hours, during each fourteen (14) day cycle.

(3) The hours of duty for MEIs working the Pitman Schedule shall consist of twelve (12) consecutive hours per day. For each Team (i.e., Team 1 and Team 2), the day shift will be from 6:00 a.m. to 6:00 p.m. and the night shift shall be from 6:00 p.m. to 6:00 a.m. Currently, MEIs regularly working the Pitman Schedule rotate shifts (i.e., Team 1 day shift rotates to Team 1 night shift and Team 1 night shift rotates to Team 1 day shift; Team 2 day shift rotates to Team 2 night shift and Team 2 night shift rotates to Team 2 day shift) every four (4) months. The County reserves the right to unilaterally adjust the scheduled shift time as the operations of the ME's Office may require. In cases of exigency, the officer in charge, in the absence of the County Director of the Department of Public Safety or their designee, shall have the full authority to summon and keep on duty any and all such members during the period of the exigency. This will also apply to situations involving a shortage in manpower to insure proper staffing levels.

(4) Overtime

(a) The overtime rate for MEIs regularly scheduled to work the Pitman Schedule shall be computed by multiplying the MEIs' hourly rate (annual salary divided by 2080 hours) by one hundred fifty (150%) percent (time and one-half). Overtime shall be compensated for the last four (4) of the eighty-four (84) regularly scheduled hours on the fourteen (14) day cycle of the Pitman Schedule. MEIs have the option of taking this time as compensatory time off, except in instances when the entire pay period is composed of time off and if not violative of the provisions of Article 12, Section B(2)(k) of the current Local 755 CBA and the provisions of Section B(4)(c) below.

(b) Overtime shall also be paid to all MEIs regularly scheduled to work the Pitman Schedule for work in excess of twelve (12) hours per day. All MEIs in the job title of "Investigator 2," who regularly work eight (8) hour shifts and forty (40) hours per week, are eligible for overtime payment specifically as set forth in Article 12 (Work Schedule, Overtime, Compensatory Time Off), Section B (Overtime) of the current Local 755 CBA.

(c) MEIs' current and future compensatory time will be accrued and utilized at the hourly rate it was accrued at, subject to the provisions of Article 12, Section B(2)(k) of the current Local 755 CBA, and further subject to a maximum accrual of seventy (70) hours at any one time.

(5) Scheduled Time Off

(a) For MEIs regularly scheduled to work the Pitman Schedule, all accrued time for vacation days, holidays, personal days, birthdays and bereavement leave days, referred to as "days" in this CBA will be converted to a twelve (12) hour day (i.e., if

an MEI received three (3) personal days off a year, these three (3) days will be converted to three (3) twelve (12) hour days off).

(b) Sick leave, unscheduled absences, scheduled absences, jury duty, injury leave, terminal leave and leave of absence shall remain as stated in the current Local 755 CBA and will continue to accrue at eight (8) hours per day.

(6) If an MEI working the Pitman Schedule is scheduled for a training day (eight (8) hours) on their regularly scheduled work day which is less than twelve (12) hours, the MEI will finish the remainder of their tour as assigned by the County Director of the Department of Public Safety or their designee.

(7) MEIs working the Pitman Schedule are entitled to a thirty (30) minute meal period and three (3) fifteen (15) minute work breaks per twelve (12) hour shift. The meal periods and work breaks are coordinated with management on a daily basis.

(8) (a) MEIs are eligible for a meal reimbursement when they are required to come back to work or are asked to stay past their normal working hours without advance notice. An employee is entitled to a meal reimbursement commencing with the third (3rd) hour actually worked beyond their normal work day and every fifth (5th) hour actually worked thereafter (i.e., at the third (3rd) hour of overtime worked, eighth (8th) hour of overtime worked, thirteenth (13th) hour of overtime worked, etc.). The meal reimbursement shall be up to and no more than Fifteen (\$15.00) Dollars per meal and is payable upon the presentation of a paid receipt submitted to the Employer or designee.

(b) If an employee is scheduled in advance to remain beyond normal work hours or to come to work on a day the employee is not normally scheduled to work, the employee is not eligible for meal reimbursement.

(9) (a) As for the holidays in Article 15 of the current Local 755 CBA, MEIs shall be governed by the provisions of said CBA, except for Article 15, Section A(2)(D), which shall read for MEI's as follows:

“(d) The day of the holiday for employees working in a 24/7 facility shall be the actual day of the holiday, unless the employee(s) in question works a standard Monday through Friday schedule. The MEIs birthday shall be governed by the provisions of Article 15, Section A(2)(c) of the current Local 755 CBA.”

(b) MEI's who are regularly scheduled to work the Pitman schedule shall not receive overtime payment for working the holiday when they are assigned to work such day(s) as a regularly scheduled day.

(10) Effective June 12, 2023:

- (a) The County agrees to pay Three Thousand (\$3,000.00) Dollars for a one (1)-time only non-pensionable payment, less all applicable deductions, to each of the following MEIs: Nicole Anthony, Samantha Gresser and Claudia Sroka. The County further agrees to pay Two Thousand (\$2,000.00) Dollars for a one (1)-time only non-pensionable payment, less all applicable deductions, to the following MEI: Brittany Guerriero. All of these payments are in lieu of shift differentials for the period of the applicable employees' date(s) of hire through and to June 12, 2023. By the provisions of this Agreement, the Union agrees not to grieve any right to receive and/or be eligible for shift differentials for the above-mentioned employees or any other employees for the periods that these payments cover as set forth above.
 - (b) MEIs regularly working the Pitman Schedule shall be entitled to shift differential at \$1.15 per hour for the Monday to Thursday (weekday) 6:00 p.m. to 6:00 a.m. shift.
 - (c) For all hours that MEIs on the Pitman Schedule work between the specific hours of 6:00 p.m. on Friday and 6:00 a.m. on the following Monday, their shift differential for that period (hourly weekend shifts) shall be \$1.00 per hour for the 6:00 a.m. to 6:00 p.m. shift and \$2.00 per hour for the 6:00 p.m. to 6:00 a.m. shift.
 - (d) Under no circumstances shall an MEI be entitled to more than one (1) shift differential for any particular shift.
 - (e) If an employee regularly works a shift between 6:00 p.m. on Friday and 6:00 a.m. the following Monday, the employee shall only be entitled to their regular pay plus the specific differential pay set forth in Section (10)(c) above.
 - (f) All MEIs in the job title "Investigator 2," who regularly work eight (8) hour shifts and forty (40) hours per week, are eligible for the applicable shift differential listed under Article 7 (Shift Differential) of the current Local 755 CBA instead of the shift differentials set forth in Section 10(b) and 10(c) above.
- (11) As it relates to On-Call (Article 29) in regard to MEIs, the Parties agree to the following contractual provisions:
- (a) Instead of being compensated as per Article 29 of the CBA between USWU Local 755 and the County, the County hereby agrees that MEIs serving in the job title of Investigator 2 only and who regularly work eight (8) hour shifts and forty (40) hours per week shall be compensated if they are required to be "On-Call", effective June 12, 2023, as follows: (a) Eighty (\$80.00) Dollars per week if On-

Call between 6:00 a.m. Monday and 6:00 p.m. Friday; and/or, (b) One Hundred (\$100.00) Dollars per week if On-Call between 6:01 p.m. Friday and 5:59 a.m. Monday. An On-Call employee in the title of "Investigator 2" could be eligible for both of the payments above if they are designated to be On-Call for the entire period in question.

(b) In addition, if the County Director of the Department of Public Safety or their designee determines an MEI in the job title of "Investigator 1", who regularly works the Pitman Schedule, is required to be "On-Call", the employee shall be compensated for being "On-Call" according to the above.

(c) The County and the Union further agree that MEIs required to be "On-Call" shall be assigned a County vehicle for the duration of the "On-Call" period.

(12) As it relates to Uniforms (Article 32) in regard to MEIs, the Parties agree as follows:

Retroactive to January 1, 2023, MEIs shall be provided with a Five Hundred (\$500.00) Dollar uniform/shoe allowance per year, subject to all applicable deductions.