

**MEMORANDUM OF AGREEMENT
BETWEEN COUNTY OF BERGEN AND UNITED SERVICE WORKERS, IUJAT,
LOCAL 655**

THIS MEMORANDUM OF AGREEMENT, by and between the COUNTY OF BERGEN (hereinafter referred to as the "County" or "Employer") and United Service Workers Union, IUJAT, Local 655 (hereinafter referred to as "Union"), made and entered into on this 27th day of October, 2017.

WHEREAS, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2015 and extended through December 31, 2016 by a separate MOA; and,

WHEREAS, the parties have arrived at a tentative agreement on terms and conditions of employment which are subject to ratification.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum of Agreement for ratification by their respective constituencies.
3. All provisions of the agreement which expired on December 31, 2016 shall remain in full force and effect unless otherwise modified herein.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. Unless otherwise stated herein, all modifications shall be retroactive to January 1, 2017.
6. Duration: January 1, 2017 through December 31, 2019.
7. Article 4 (Management Rights) (page 2)
Change "New Jersey Department of Personnel" to "New Jersey Civil Service Commission".
8. Article 6 (Salaries and Wages) (page 3)
 - A. 1.75% - 2017, retroactive to 1/1 if on active payroll as of full execution by both parties of the MOA;
1.85% - 2018, as of 1/1; and,
1.95% - 2019, as of 1/1.

- B. Effective September 1, 2017, the minimum salary for all forty (40) hour employees only will be \$31,200.00. Any forty (40) hour employee making less than \$31,200.00 on August 31, 2017 will have their pay changed to reflect a paycheck based on a gross \$31,200.00 base pay, less all applicable deductions, for the full payroll periods going forward after September 1, 2017.
- C. Any employee whose salary is affected by §B above and which produces a pay increase of less than 1.75% in calendar year 2017 will receive the 1.75% increase in §A above in lieu of the provisions of §B above.
- D. Delete §I in its entirety.
- E. Since all full-time bargaining unit members are forty (40) hour employees and in recognition of same, all bargaining unit members will receive a bonus to their base salaries under the same conditions as set forth in §A above as follows:
 - 1. \$200.00 – 2017
 - 2. \$225.00 – 2018
 - 3. \$250.00 – 2019

A new employee to the County's employ hired on or after January 1, 2017 or an employee who becomes a member of this bargaining unit on or after January 1, 2017 shall not receive said increase for the full calendar year that they join the County's employ in this bargaining unit or become a member of this bargaining unit.

- F. Effective January 1, 2018, Supervising Public Safety Telecommunicators shall receive a base salary which is Two Thousand (\$2,000.00) Dollars above a Senior Public Safety Telecommunicator.

9. Article 9 (Longevity) (page 6)

- A. Change hourly eligibility to thirty (30) hours, effective January 1, 2018, for all employees hired on or after January 1, 2018 (§C).
- B. Replace "after ratification of this Agreement" to "after November 6, 2013" (§E).

10. Article 10 (Health Benefits) (page 7)

- A. Change hours of eligibility in §A to thirty (30) hours for all employees hired on or after January 1, 2018, effective January 1, 2018. However, any current under thirty (30) hours regularly worked employees receiving health benefits as of December

31, 2017 will continue to receive benefits under this Article unless they voluntarily reduce their hours.

B. All employees who retire on or after January 1, 2018 shall no longer receive a Medicare Part B reimbursement amount from the County which is in excess of the Medicare Part B amount that is being reimbursed as of December 31, 2017.

C. As for prescriptions (§D):

(1) An employee to be eligible, as of January 1, 2018, must regularly work at least thirty (30) hours per week. However, any current under thirty (30) hours regularly worked employees receiving prescription coverage as of December 31, 2017 will continue to receive prescription coverage under this Article unless they voluntarily reduce their hours.

(2) 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)

(3) Effective January 1, 2018, all maintenance drugs must be acquired by mail in a ninety (90) day supply.

D. There shall be an additional Twenty-Five (\$25.00) Dollars per year benefit added to eye care for calendar years 2018 and 2019 and a continuation of the two (2) year combination (§E).

E. Effective September 1, 2017, for the period of September 1, 2017 through December 31, 2019 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 costs.

11. Article 12 (Work Schedule, etc.) (page 11)

As for §A:

A. All new employees as of January 1, 2018 shall work five (5) days in a week (Monday through Sunday), eight (8) paid hours a day, with a one-half (1/2) hour or one (1) hour unpaid meal break.

- B. There shall be one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Breaks shall not be combined with any meal period nor allowed to shorten a work day or to cover for a lateness or any other reason other than a break.
- C. All full-time employees covered under this bargaining unit work forty (40) hours per week; therefore, delete the 32 ½ hour reference in §A(2).
- D. Change “fewer than five” to “fewer than fifteen” in §A(3).

As for §C, revise as follows:

“C. The Union will be notified of employees designated to be On-call. If the County/Employer requires additional On-Call employees, the County/Employer will provide the affected employees and the Union fourteen (14) calendar days written notice, except in cases of a declared emergency by the Federal, State and/or County official(s). All qualified employees, as determined solely by the County/Employer shall be eligible for On-call. On-call pay, effective January 1, 2018, shall be as follows: (a) \$80.00 per week if On-call assignment occurs between 7:00AM Monday and 4:30PM Friday; and/or, (b) \$100.00 per week if On-call assignment occurs between 4:31PM Friday and 6:59AM on the following Monday. An On-call employee could be eligible for both amounts above if he/she is designated to be On-call for both of the entire periods above. Prior to January 1, 2018, On-call payment shall be \$70.00 per week.

12. Article 13 (Pay During Absence) (page 15)

- A. Notification shall be at least thirty (30) minutes before the employee’s scheduled starting time.
- B. Change “after ratification of the Agreement” to “November 6, 2013” in §D(10).
- C. Change the last sentence of §G(1) as follows:
“For employees hired on or after January 1, 2018, they shall not be eligible for terminal leave payment.”
- D. Change the hour requirements in §G(2) to thirty (30) hours per week for all employees hired on or after January 1, 2018. However, any current under thirty (30) hours regularly worked employees receiving health benefits as of December 31,

2017 will continue to receive benefits under this Article unless they voluntarily reduce their hours.

E. Delete §H(2) and replace with the applicable County policy.

13. Article 15 (Holidays) (page 26)

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.

14. Article 19 (Seniority Rights) (page 32)

Change "New Jersey State Department of Personnel" to "New Jersey Civil Service Commission" in §B.

15. Article 22 (Out of Title Work) (page 33)

Change "New Jersey State Department of Personnel" to "New Jersey Civil Service Commission".

16. Article 26 (Tuition Reimbursement) (page 35)

Replace the phrase "after ratification of this Agreement" to "after November 6, 2013".

17. Article 27 (License Cost Reimbursement/Stipends) (page 36)

A. Add the phrase "as modified below" to the parenthesis after commercial driver's license in §B.

B. Add a new §C, entitled Stipends, which shall read as follows:

(1) All current DPW employees (except as modified below) will be offered the opportunity, on an annual basis, to obtain either a CDL (endorsement A or B). If the employee obtains either endorsement and maintains said endorsement throughout the year and uses the endorsement for the County at least thirty (30) working days a year, he/she shall receive a yearly stipend of One Thousand Five Hundred (\$1,500.00) Dollars, less all applicable deductions. Said payment shall be made in the second (2nd) paycheck in the following January.

(2) All employees hired in the Operations Division, the Mosquito Division, the Mechanical Services Division and where the County determines a necessity for such in the General Services Division on or after September 1, 2017 shall be required to have a CDL in order to be employed by the County, but shall not receive the stipend.

- (3) Failure to maintain a CDL shall subject the employee to discipline, up to and including termination.
 - (4) As to those employees serving in and performing the duties of Mechanic, they will be eligible, (if they obtain the certification(s) on their own time and with their own money), for an annual stipend of One Thousand Five Hundred (\$1,500.00) Dollars, less all applicable deductions, for every ASE certification level they obtain, maintain and use on behalf of the County up to a maximum of Six Thousand (\$6,000.00) Dollars per year, less all applicable deductions, if they obtain, maintain and use a Level 4 ASE certification on behalf of the County. The use of such certification must be for at least thirty (30) working days in any year and said payment shall be made in the second (2nd) paycheck in the following January.
 - (5) Mechanics who work on specialized equipment on behalf of the County shall be eligible for an hourly rate during those specific hours they are working on said specialized equipment. The County will consult with the Union prior to the implementation of same.
- C. Community Transportation employees who: (1) were on the County's active payroll as such on December 31, 2016 as Community Transportation employees; and, (2) held a Passenger Endorsement on their Commercial Driver's License as of December 31, 2016 shall receive a one (1x) time Three Hundred (\$300.00) Dollar increase added to their base salary (before any pay increase is calculated), retroactive to January 1, 2017, if they are still on the payroll as of the final date of execution of this Memorandum by both parties.

18. Article 29 (Work Break) (page 37)

Delete the Article in its entirety.

19. Article 31 (Per Diem Employees) (page 38)

- A. Change the hour requirement in §A and §B to thirty (30) hours for all new bargaining unit members hired on or after January 1, 2018.
- B. Add to §A the following language:
"Per Diem employees are employees who regularly work less than thirty (30) hours and do not receive fringe benefits as provided in this Agreement."

20. Article 33 (Uniforms) (page 38)

A. The amounts for uniform allowance are as follows:

"Outside" and "Security" workers	\$500.00
"Inside" workers	\$450.00
"Exceptions"	\$550.00
"Food Service" titles	\$275.00
PSTs and JDOs	\$550.00

B. Effective January 1, 2018 and through December 31, 2019 inclusive, mechanics will be supplied uniforms by the County and shall have said uniforms cleaned by the County's vendor as part of a two (2) year "PILOT" study. Said mechanics shall not be eligible for a uniform allowance during that period.

21. Article 34 (Employment Opportunities) (page 41)

Change "New Jersey State Department of Personnel" to "New Jersey Civil Service Commission".

22. Article 38 (Tool Allowance) (page 42)

Increase the tool allowance by One Hundred (\$100.00) Dollars to the allowances in §1 and §2 of this Article, effective January 1, 2018.

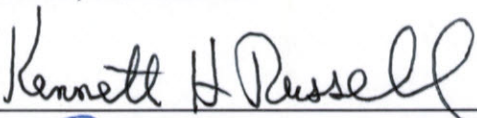
23. Add this language to Article 33, §A(4) to provide reimbursement to security guards, for boots purchased for use at work for the County by the providing of purchase receipts for said boots to the County's designee, up to One Hundred Fifty (\$150.00) Dollars per year, effective January 1, 2018.

24. The County will pay eligible bargaining unit members two (2x) times the hourly base rate if they work weekend overtime once they have exceeded eight (8) hours actually worked per weekend day. No employee shall work more than sixteen (16) hours of overtime on any weekend day.

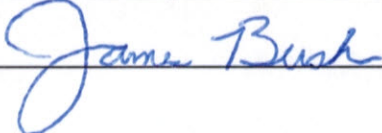
ATTEST:

**UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 655**

By: 



Dated: 10/27/17



Kathle P. Aldrich
Ralph R. D'Esposito 863412

Dated: 10/27/17

ATTEST:

COUNTY OF BERGEN

By: Helene Tymenets

Michael V. Bellucci
Michael V. Bellucci Deputy County Administrator

Dated: 10/27/17

Dated: 10/27/17