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STORAGE

Bergen

THIS BOOK DOES NOT CIRCULATE

THIS AGREEMENT, made this sixth day of July 1972, by and between

THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, hereinafter referred to as "County"; and

BERGEN COUNTY SHERIFF'S DEPARTMENT, P.B.A. LOCAL 134, SUPERIOR OFFICERS, BERGEN COUNTY POLICE, P.B.A. LOCAL 49, SUPERIOR OFFICERS, SUPERVISING SERGEANT-AT-ARMS, BERGEN COUNTY DISTRICT COURT, hereinafter referred to as "EMPLOYEES."

W I T N E S S E T H:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the COUNTY and the EMPLOYEES to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

BERGEN COUNTY SHERIFF'S DEPARTMENT, P.B.A. LOCAL 134, SUPERIOR OFFICERS, BERGEN COUNTY POLICE, P.B.A. LOCAL 49, SUPERIOR OFFICERS, SUPERVISING SERGEANT-AT-ARMS, BERGEN COUNTY DISTRICT COURT

Section 1. The COUNTY hereby recognizes the above Locals and EMPLOYEES as the sole, and exclusive representatives of all Superior Officers in the Sheriff's Department, Police Department and District Court covered under this agreement for the purpose of collective negotiations with respect to rates of pay, wages, hours or work and other working conditions.

Section 2. The title "POLICEMEN" shall be defined to include the plural as well as the singular, and to include females.

ARTICLE II

RETENTION OF EXISTING BENEFITS

Section 1. An exhibit which will be Exhibit 1 will be attached setting forth all the benefits to which employees are entitled.

ARTICLE III

LOCAL REPRESENTATIVES AND MEMBERS

Section 1. Authorized representatives appointed by the Locals, not to exceed one (1) , shall be authorized to discuss with the Department Head any questions concerning the terms of this Agreement.

Section 2. During negotiations the authorized representative of each department, not to exceed one (1) Bergen County Police Superior Officer, one (1) Sheriff's Department Superior Officer and one (1) District Court/ Superior Officer shall be excused from normal duties at 1:30 p.m. on the days of the scheduled negotiations.

Section 3. The President, and an officer of his or duty, choice on tour/ shall be excused from duty for attendance at the regular monthly meeting of the Local.

ARTICLE IV

RETENTION OF CIVIL RIGHTS

Section 1. Employees shall retain all civil rights under the New Jersey State Law.

ARTICLE V

AGREEMENTS

Section 1. The County agrees not to enter into agreements with anyone but the recognized law enforcement association with regard to law enforcement personnel.

ARTICLE VI

LEAVE OF ABSENCE

Section 1. Leave of absence, without pay, may be granted for justifiable reasons to any permanent employee. In the event said leave is denied, employees shall have the right to utilize the grievance procedure.

ARTICLE VII

DISCRIMINATION

Section 1. This Contract shall be subject to all State and Federal regulations on discrimination. There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the unit because of membership or activity in either the PBA or group constituting said unit.

ARTICLE VIII

LOCAL NOTIFICATION

Section 1. Proposed new rules or modifications or existing rules governing working conditions shall be discussed with the representatives before they are established.

ARTICLE IX

WORK WEEK, CALL IN PAY, OVERTIME AND COURT APPEARANCES

Section 1. The normal work day shall be eight (8) hours and forty (40) hours per week for Locals 49 and 134, and six and one-half (6½) hours per day, thirty-two and one-half (32½) hours per week for Supervising Sergeant-at-Arm.

The normal work week for Local 49 shall be seven (7) days per week on a rotating schedule. Local 134's schedule shall be at the discretion of the department head, with straight time for Saturday and Sunday duty.

Section 2. Any employee who shall be called back to duty shall be paid at a rate of straight time, provided, however, if the employee is called back to duty, he shall be paid a minimum of four (4) hours or the actual

hours worked, whichever is greater. Call back shall mean: any employee called to duty more than one (1) hour prior to the commencement of the assigned tour or duty or called back to duty after he has completed a regular tour of duty, provided that the employee is called back after he has left his assignment.

Section 3. If any employee is called to duty on his day off he shall be paid a minimum of four hours pay. If he is on duty for more than four hours, he shall be paid for a full day.

Section 4. Employees shall be entitled to be paid for court appearances on after duty hours or on days off in accordance with the above paragraphs, whichever may apply.

Section 5. If the regularly scheduled day or tour of a day of an employee has been established in advance by a monthly schedule and is changed from that day or tour of a day by the department head within 72 hours of the scheduled day or tour, then the employee shall receive overtime for the new hours he is assigned to work at straight time pay.

ARTICLE X

VACATIONS

Section 1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable subject only to the requirements of the Department.

Section 2. The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowances shall be as follows:

(a) Employees shall earn one day per month in the first year of employment for the first 11 months and 4 days eligibility in the 12th month, provided the initial date of hire commences on or before the 4th calendar day of the month.

(b) From the beginning of the second year, to and including the 5th year, employees shall earn vacation at the rate of 1 1/4 days per month.

(c) From the beginning of the 6th year and thereafter, employees shall earn vacation at the rate of 1 2/3 days per month.

ARTICLE XI

INJURY, SICK LEAVE

Section 1. Injury Leave:

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

All payments shall be made concerning injury leave subject to the same rules and regulations as Workmen's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication, negligence or willful misconduct on the part of the employee.

If an employee absent from work due to an accident or injury covered by Workmen's Compensation Insurance willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he shall not be entitled to payment of any additional benefits for injury leave from the County until such conditions have been fulfilled.

Employees absent from duty due to an accident or injury covered by Workmen's Compensation Insurance, who have completed three months' service, will be compensated by the County at the regular base rate of pay.

The payments enumerated above will be made for a period not in excess of 90 working days for each new separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Personnel Committee of the Board of Freeholders. Applications for additional injury leave shall not be unreasonably denied. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of injury.

A. Use of Injury Leave - The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Workmen's Compensation under the terms of the New Jersey Workmen's Compensation Act.

B. Contested Injuries - Charges may be made against sick leave accrual if in any case the County is contesting that the injury occurred on the job. In the event that the state determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance and all payments in excess of the difference between his actual wages and that received from the State shall be recoverable by the County and deducted for future payments to the employee under injury leave. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and for vacation leave.

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

Section 2. Sick Leave

If the employee is unable to report to work due to illness or for any other reason, it is essential that he notify his Supervisor or Department Head, according to the procedure established in his department. Failure to give proper notification could result in disapproval of his request for sick leave or be considered as an unscheduled absence.

The cause for the employee's absence must be reported daily, unless he provides adequate explanation and reason to cover several days. Upon the request of his Department Head, the employee must provide a certificate of medical disability signed by a physician or other acceptable proof of his need for sick leave. In any sick leave of five (5) days or more a doctor's certificate must be submitted.

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

Sick Leave is Earned and Accumulated in the Following Manner

One working day for each full month of service during the remaining months of the first calendar year of his employment and fifteen working days ($1\frac{1}{2}$ per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month he does not earn sick leave for that month.

Sick Leave May Be Granted For:

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

(2) Serious illness of member of the employee's immediate family, or household, requiring his attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three working days.

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

Accumulated Sick Leave is forfeited upon separation from County service.

ARTICLE XII

INSURANCE AND WELFARE

Section 1. The County shall continue to maintain and provide liability insurance coverage of the type now in force and effect, including false arrest, at the present levels of \$500,000 per man and \$500,000 per incident.

Section 2. The County shall supply to employees all necessary legal assistance in the defense of claims for personal injury, death or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said employees as a result of said claims, provided, however, that the employer's insurance carrier may handle the matter. In addition, the County shall provide legal counsel at its cost, as required by State Statute.

ARTICLE XIII

HEALTH

Hospitalization insurance for dependents is to be paid by the Board at a rate of 50% for 1972 and 100% for 1973 effective as of January 1st each year, the current coverage and carrier now in effect.

ARTICLE XIV

HOLIDAYS

All employees, in addition to their regular wages shall receive 13 holidays and any other full day holiday granted other county employees.

ARTICLE XV

CLOTHING ALLOWANCE

Supervising Sergeant-at-Arms, District Court,

Sheriff's Officers within the Law Enforcement Employee Group shall be entitled to an annual uniform allowance of \$180.00. County Police shall be entitled to an annual Payment shall be made annually at the first Board meeting uniform allowance of \$200.00./ in March.

ARTICLE XVI

TERMINAL LEAVE

Section 1. Upon retirement, an employee who has served with the County for more than ten years is awarded one working day of Terminal Leave with pay in recognition of each year of County service. Terminal Leave is in addition to accrued vacation leave.

ARTICLE XVII

FUNERAL LEAVE

Section 1. Law Enforcement Employees shall be entitled to four working days leave with pay in the event of the death in the immediate family which shall consist of 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 relative residing in the household. Said death leave shall not be charged against employees sick leave.

ARTICLE XVIII

MILITARY LEAVE

Section 1. Military leave shall be granted as prescribed by federal or state law.

ARTICLE XIX

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the County and the locals and employees as quickly as possible, so as to insure efficiency and promote employees' morale.

Section 2. A grievance is defined as any disagreement between the County and the Employees, or the local

involving the interpretation or application of a regulation, violation of agreements and suspension.

Section 3.* All grievances shall be processed as followed:

1. They shall be discussed with the EMPLOYEE(s) involved and the Local representatives with the immediate Superior, designated by the Chief and Department Heads. The answer shall be made with three (3) days by such immediate Superior, to the Local.

2. If the grievances are not settled through Step 1, the same shall be reduced to writing by the Local and Employees and submitted to the Chief and Department Heads, or any person designated by him, and the answer to such grievances shall be made in writing, with a copy to the Local or employees within five (5) days of their submission.

3. If the grievances are not settled by Steps 1 and 2, then the Local or Employee shall have the right to submit such grievances to the County Administrator. A written answer to said grievances shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

Section 4. If the Grievances are not settled by Steps 1, 2 and 3, then the Employee's Agent (Negotiating Representative, Local Union) and/or the Employee within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretation, or mis-application of the terms of this Agreement and the referenced policies, directly affecting them (the Employees) to an Arbitrator

appointed by the Parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, or subtract from the terms of the Agreement and the references policies. The decision shall be rendered with thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties.

Section 5. Nothing herein shall prevent any employee from processing his own grievance, providing the Grievance Committee may be present.

Section 6. If an employee elects to appeal a suspension of more than 5 days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

ARTICLE XX

SALARIES

Section 1. Salaries shall be paid on a dollar value basis as follows:

<u>Based on 1971 Salary Rate</u>	<u>As of January 1, 1972</u>	<u>As of January 1, 1973</u>
\$7,000.	\$ 800. increase	\$ 800. increase
\$8,400.	\$ 740. "	\$ 700. "
\$9,900.	\$ 600. "	\$ 600. "
\$7,400.	\$ 800. "	\$ 800. "
\$8,200.	\$ 800. "	\$ 900. "
\$9,000.	\$ 900. "	\$ 900. "
\$9,800.	\$ 900. "	\$ 800. "
\$10,600.	\$ 600. "	\$ 600. "
\$14,900*	\$ 600. "	\$ 600. "

* Inspector

<u>Based on 1971</u> <u>Salary Base</u>	<u>As of January 1,</u> <u>1972</u>		<u>As of January 1,</u> <u>1973</u>	
\$11,100.	\$1,000.	increase	\$ 900.	increase
\$11,200.	\$ 600.	"	\$ 600.	"
\$12,000.	\$1,100.	"	\$1,100.	"
\$13,000.	\$ 600.	"	\$ 600.	"
\$13,300.	\$1,100.	"	\$1,000.	"
\$14,200.	\$ 600.	"	\$ 600.	"

Section 2. This Agreement is effective as of January 1, 1972 and expires on December 31, 1973, but its provisions shall remain in force until a new contract is executed.

Section 3. The increment schedule is no longer effective and all increases are due on an annual basis.

Section 4. The former base pay of \$7,000 is now \$7,300. The former base pay of \$7,400. is now \$8,200.

ARTICLE XXI

LONGEVITY

Section.1. Employees shall be given a longevity payment of \$200.00 at the 109th month of continuous employment; \$400.00 at the 169th month; and \$600.00 at the 229th month of continuous employment and each year thereafter.

ARTICLE XXII

NIGHT DIFFERENTIAL

Section 1. Employees in shift positions shall be paid additionally a differential of \$.15 per hour for shift 2 (afternoon and evening shift) and \$.20 per hour for shift 3 (night to morning).

ARTICLE XXIII

APPLICABLE LAWS

The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws.

ARTICLE XXIV

CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree

ARTICLE XXV

EFFECT

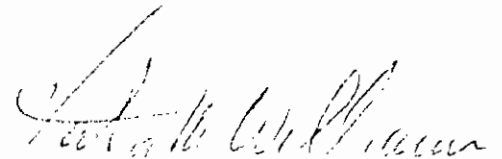
Section 1. These benefits shall apply only to those employees on the County payroll, June 21, 1972.

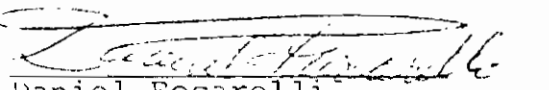
ARTICLE XXVI

NEGOTIATIONS

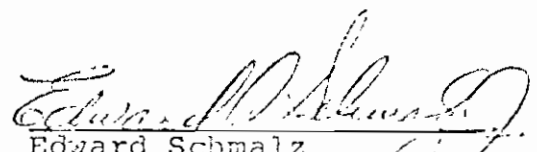
Section 1. Negotiations shall commence on a new contract on September 4, 1973 at 1:30 P. M.

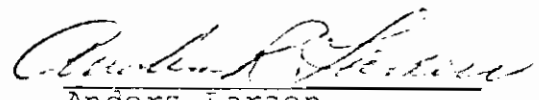
FOR THE COUNTY:


Victor M. Williams
Freholder Director


Daniel Focarelli
Clerk,
Board of Chosen Freeholders

FOR THE EMPLOYEES:


Edward Schmalz
Bergen County Police
Superior Officer


Anders Larsen
Bergen County Sheriff's
Department
Superior Officer

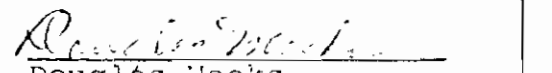

Douglas Meeks
Supervising Sergeant-at-Ar
District Court

EXHIBIT I

1. OVERTIME

Employees on the 32½-hour work week shall be paid straight time at their standard hourly rate (annual salary divided by annual hours of work) for time worked in excess of 32½ hours per week or for work on Saturdays or Sundays.

Employees on the 40-hour, 7-day work week shall be paid straight time at their regular hourly rates for time worked in excess of 40 hours per week.

Sick pay or vacation pay during a regular bi-weekly pay period shall be included in the computation of overtime for that period. Overtime must be authorized by the Department Head or his designated deputy and entered on the weekly time sheets.

2. COMPENSATORY TIME OFF

Overtime earned may be credited to the employee's compensatory time off account if he so requests the Chief or Department Head. The maximum CTO time which may be accumulated is 80 hours. Overtime worked beyond 80 hours shall be paid to the employee in straight time in the regular pay check for that period.

CTO may be used only with the prior approval of the Chief or Department Head.

3. JURY DUTY

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

4. LEAVES OF ABSENCE

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

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

Personal leaves of absence are granted with the understanding that the employee intends to return to his County duties. If an employee fails to return within seven (7) calendar days after the expiration of the leave or excused absence, he may be considered to have resigned and not in good standing.

(2) Maternity Leave - Upon her request, a female employee with permanent status, who has been with the County for at least five years, may be granted permission to use her accumulated sick leave for maternity purposes. If the request is approved, up to seventy-two working days of sick leave with pay may be taken and/or a leave of absence without pay may be granted.

An employee requesting maternity leave should report her pregnancy not later than the end of the fourth month. If there are any personal questions pertaining to Maternity Leave, the employee can ask his Department Head to schedule an appointment with the registered nurse in the Medical Clinic.

An employee while on paid maternity leave is considered to be an active employee and as such will continue to accrue sick leave, holiday pay and other benefits paid for by the County.

5. VACATION -

(1) When the employee has completed his first six months of employment he may ask to take the balance of his vacation leave for that calendar year. Beginning January 1, of each succeeding year of employment, he may ask to use, in advance of earning it, the full amount of his 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 event of the termination of his employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final pay check.

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

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

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

(6) The salary paid to the employee while on vacation leave will be the same amount he would have earned had he worked regular straight time hours during his vacation period.

(7) If the employee is on a leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month.

(8) An employee on approved paid vacation leave or sick leave, will continue to accrue vacation leave, according to his length of service and regular work schedule.

6. HOLIDAYS

Bergen County observes the following holidays:

- | | |
|---|---|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day
(second Monday in October) |
| Washington's Birthday
(third Monday in February) | Election Day |
| Good Friday | Veteran's Day
(fourth Monday in October) |
| Memorial Day
(last Monday in May) | Thanksgiving Day |
| Independence Day | Friday after Thanksgiving |
| | Christmas Day |

If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation, Local 49/excepted and present jail policy.

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 and Vacation Leave.

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

A department head may disallow holiday pay for any employee who does not work the day before or the day following a holiday, Local 49 excepted.

7. HEALTH -

The hospitalization insurance shall be the present State Health Benefits Program in force at the signing of this contract.