

COLLECTIVE BARGAINING AGREEMENT

Between

THE BERGEN COUNTY SHERIFF

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION,

P.B.A. LOCAL #134

January 1, 2006

through

December 31, 2010

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey with its principal place of business located at Court Street, Hackensack, Bergen County, New Jersey, 07601, hereinafter referred to as the "Employer", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 134, a public corporation, hereinafter, referred to as the "PBA".

WHEREAS, the Policeman's Benevolent Association Local 134 has previously been recognized by the Bergen County Sheriff as the representative of all employees in a bargaining unit consisting solely and exclusively of the titles: Correction Officer, Correction Officer Sergeant, Correction Officer Lieutenant and Sheriff's Officer, Sheriff's Officer Sergeant and Sheriff's Officer Lieutenant; and said bargaining unit expressly excludes all clerical, blue collar, professional and confidential employees, supervisors and managerial executives as defined by the Act and as interpreted and defined by the New Jersey Public Employment Relations Commission and by Courts of competent jurisdiction and hereinafter referred to as the PBA;

WHEREAS, the Bergen County Sheriff is an "Employer" as defined by the New Jersey Employer-Employee Relations Act, Laws of 1968, Chapter 303 as amended, hereinafter referred to as the "Act"; and

WHEREAS, the New Jersey Public Employment Relations Commission has determined that the bargaining unit recognized by the Bergen County Sheriff and the Policemen's Benevolent Association Local 134 is an appropriate bargaining unit; and

WHEREAS, the Bergen County Sheriff and the Policemen's Benevolent Association have bargained collectively for the purpose of entering into an Agreement concerning salaries, hours of work and other negotiable terms and conditions of employment as defined at the Act.

NOW, THEREFORE, in consideration of the promises, covenants, conditions and undertakings contained in this Agreement, the parties agree as follows:

### **ARTICLE 1 - RECOGNITION**

1.1 The Employer recognizes the P.B.A. as the exclusive representative of all employees in the bargaining unit.

1.2 The term "employee" is defined to include singular and plural and male and female, as may be required for the reasonable interpretation of this Agreement.

### **ARTICLE 2 - TERM OF AGREEMENT**

2.1 The term of this Agreement shall be from January 1, 2006 through December 31, 2010 and it shall remain in full force and effect until a Successor Agreement is executed and it shall be retroactive to January 1, 2006, unless otherwise provided.

### **ARTICLE 3 - COLLECTIVE BARGAINING PROCEDURE**

3.1 Collective bargaining on rates of pay, hours of work and other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of

each of the parties. Not more than three (3) representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.

3.2 Collective bargaining for the contract period beginning January 1, 2011, shall commence pursuant to the rules of the Public Employment Relations Commission.

3.3 Collective bargaining sessions shall be conducted on dates and at times mutually agreed upon by the parties.

3.4 PBA representatives (not exceeding the number shown in Article 3.1) on duty at such times, shall be permitted to attend the collective bargaining sessions without loss of pay. No other payment will be made by the Employer to PBA representatives for their attending the collective bargaining sessions.

3.5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **ARTICLE 4 - PRESERVATION OF RIGHTS**

4.1 Nothing in this Agreement shall abrogate the existing inherent management rights of the Employer as set forth in the statutes of the State of New Jersey as interpreted by a Court of competent jurisdiction.

4.2 All benefits owing to employees by the Employer, which existed prior to this collective agreement and which have not been reduced to writing and incorporated into this

Agreement, or which have not been changed or otherwise modified by this Agreement, shall remain in full force and effect during the term of this provided that:

- (a) Such benefits were expressly recognized by the Employer;
- (b) Such benefits were uniformly provided to all employees in the bargaining unit;
- (c) Such benefits were within the scope of issues that are mandatory negotiable. Employer rules and regulations, which are within the scope of issues that are mandatory negotiable, which were in effect on December 31, 2005, will be continued in full force and effect for the term of the Agreement;
- (d) The Employer reserves the right to change rules and regulations which are within the scope of inherent managerial prerogative.

#### **ARTICLE 5 - DISCRIMINATION**

5.1 This Agreement is subject to all State and Federal regulations on discrimination.

5.2 There shall be no discrimination, interference or coercion by the Employer or its agents against employees represented by the PBA because of membership or activity in either the bargaining unit or non-membership in the PBA.

## ARTICLE 6 - NOTIFICATION OF CHANGE

6.1 Proposed new rules or modifications of existing rules governing negotiable terms and conditions of employment shall be negotiated with the PBA prior to the implementation thereof.

## ARTICLE 7 - SALARY

7.1 Base salaries for the term of the agreement for each of the titles covered under this Agreement shall be as set forth in Schedule "A" as attached hereto which salaries reflect the following:

- a. Retroactive to January 1, 2006 each step of the existing salary<sup>1</sup> schedule shall be increased by 3.9%.
- b. Effective January 1, 2007 each step of the salary guide shall be increased by an additional 4%.
- c. Effective January 1, 2008 each step of the salary guide shall be increased by an additional 4%.
- d. Effective January 1, 2009 each step of the salary guide shall be increased by an additional 4.15%.
- e. Effective January 1, 2010 each step of the salary guide shall be increased by an additional 4.15%

(1) The Academy Step will be frozen at \$32,000 for the term of the Agreement;

(2) Officers will remain on the Academy Step until graduation from the

Academy, however these Officers shall under no circumstance remain at

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<sup>1</sup> The new salary will reflect the percentage increase, and Step 8 of the guide has been eliminated. Step 9 will become Step 8.



this Academy Step for any period longer than 18 months.

- (3) Any new recruit who voluntarily withdraws from his or her assigned Police Academy class shall be required to reimburse the Sheriff's Office for the cost of training;

7.2 Employees who attain permanent status shall move from minimum to maximum base salary in increments as shown on Schedule "A".

7.3 (a) Employees who have completed seventeen (17) years of service shall be paid their base salary for their rank, as shown on Schedule "A", plus one-half (1/2) the difference between such base salary and the base salary of the next higher rank. This shall be effective for all ranks and shall be referred to as "Senior Officer Status". "Service" shall be defined as employment as a "sworn officer". At least ten (10) years of the seventeen (17) years required to qualify for the benefit under this Article shall be in the service of Bergen County as a sworn officer. The employer agrees that any Officer receiving this Senior Officer pay, on the effective date of this Agreement, shall continue to do so whether or not the Officer meets the above stated criteria.

(b) Notwithstanding the above all Lieutenants employed as of November 21, 2002 shall continue to receive the \$9,341 senior officer pay currently provided. All employees who are promoted to the rank of Lieutenant subsequent to November 21, 2002 shall receive the senior officer pay adjustment consistent with the formula referred to in 7.3(a).

7.4 Employees who are scheduled to be "on call" for a period of seven (7) consecutive days or any portion thereof, shall be paid an additional \$20.00 per day for such purposes or period.

7.5 If employees who are "on call" are called to work, they will be paid overtime pay as provided in this Agreement, but they shall not be paid as provided in Article 7.4.

7.6 Stipends provided to unit employees shall be paid in accordance with Schedule B.

### ARTICLE 8 - LONGEVITY

8.1 Longevity payments shall be made to employees with unbroken, continuous, long term employment with the Sheriff of Bergen County or the predecessor employer, the Bergen County Board of Chosen Freeholders as follows:

After completing six (6) years of service	\$ 300.00
After completing nine (9) years of service	500.00
After completing twelve (12) years of service	700.00
After completing fifteen (15) years of service	1,500.00
After completing twenty (20) years of service	1,750.00

8.2 Longevity pay shall be paid with the base salary.

8.3 Longevity pay shall be paid as of the Officer's anniversary date of employment and shall be paid at the rates specified in Sections 8.1.

### ARTICLE 9 - HEALTH BENEFITS

9.1 (a) The Employer shall provide full-time employees and their dependents as defined under the New Jersey State Health Benefits Plan health insurance benefits. The present health insurance benefits shall be maintained at their current levels; i.e. at the health insurance benefits level in effect as of December 31, 2005. The Employer shall be required to maintain these benefits at the current level, or at a higher benefit level, in all respects, in the event that the

Employer seeks to change health insurance carriers.

(b) Effective January 1, 2007 (the second year of the Collective Bargaining Agreement) all Correction Officers and Sheriff's Officers shall be responsible for an increase in the deductible to \$300 per individual and \$600.00 per family, subject to the conditions set forth in the following paragraph (c).

(c) Effective January 1, 2009 (the fourth year of the contract) the aforementioned deductibles shall be restored to a \$200 per individual and \$400 per family rate in the event that, as of January 1, 2009, Bergen County PBA Local 49, representing Bergen County Police Officers; Bergen County PBA Local 221, representing non-supervisory Prosecutor's Investigators; and Bergen County PBA Local 221 (Superior Officers Unit), representing Sergeants and Lieutenants, have not all agreed, as of January 1, 2009, to an increase in their deductibles to \$300.00 per individual and \$600.00 per family.

9.2 Summer, seasonal and per diem workers are not eligible for coverage.

9.3 In accordance with the provisions of Chapter II, Public Laws of 1973, premiums for benefits as outlined above shall be paid by the Employer for those employees in the unit who retire, providing that they have served a minimum of twenty-five (25) years as set forth in the Act, or have qualified for an ordinary disability or accidental disability retirement.

9.4 Employees, and their families where applicable, covered under this Agreement, shall be entitled to dental coverage as existed in the Labor Agreement concluding December 31, 2001 and in the current contract of Local One, New Jersey Employees Union, or covered by a successor plan with equal benefits. The Employer will pay the entire premium.

9.5 Disability Plan: The Employer shall provide to covered employees who enroll, disability benefits insurance coverage during the term of this Agreement as it existed in the Labor

Agreement concluding December 31, 2001 through a company agreeable to both parties, subject to the following conditions:

- (a) Employees shall contribute the sum of \$3.40 toward the costs of the plan. Any costs in excess thereof shall be paid by the Employer. Employees who choose to join the program shall make payment through payroll deductions. No employee shall be obliged to participate in the said program.
- (b) The benefits shall include benefits of 70% of the Employee's weekly wage to a maximum of \$150.00 per week, a waiting period of 30 days, with a maximum of 52 weeks in payments which shall include disability due to pregnancy.
- (c) Employees who are eligible for disability payments and who have accrued sick leave shall receive the disability payment plus such sick leave pay as is necessary to equal their regular bi-weekly base salary.

9.6 Prescription Drug Plan: The Employer shall provide a prescription payment benefits insurance program during the term of this Agreement, through an insurance company acceptable to both the Employer and the PBA or through a program of self-insurance, which program shall provide the same or equal to or better than the coverage that has been provided. The coverage shall be subject to the following:

- (a) All Officers will be responsible for co-pay rates of \$5.00 for generic drugs and \$15.00 for brand name prescriptions with those "co-payments" being

paid by the employee and with the remainder of the costs paid by the insurance company or by the Employer.

- (b) Each prescription shall be for a supply of medication not to exceed 30 days.
- (c) Full premium to be paid by the Employer and coverage shall be for employee and where applicable full family.
- (d) Retired Officers will have a co-pay rate schedule of \$5.00 for generic drugs and \$15.00 for brand name prescriptions.
- (e) Effective 1/1/09 ( the fourth year of the contract) the existing prescription co-pays shall be modified as follows, regardless of the prescription co-pays negotiated with PBA Local 49, PBA Local 221, and PBA Local 221 SOA as of 1/1/09:

1) \$5.00-\$15.00

2) A \$7.50 co-pay shall be in effect for all 90 day mail order prescriptions.

If all members of the PBA Locals referred to above agree to co-pays in excess of \$5.00-\$15.00 and, \$7.50 (mail order) effective 1/1/09 PBA Local 134 shall agree to those higher co-pays not to exceed 5-15-30 and 5-30-60 (mail order) effective 1/1/09.

If the PBA Locals agree to different co-pays PBA Local 134 shall agree to the lowest of the higher co-pays not less than 5/15, \$7.50 (mail order).

9.7 Eyeglass and Vision Plan: The Sheriff shall continue to provide an optical plan for

all employees and their dependents that provides the coverage established by the plan in effect as of December 31, 2001.

(a) Effective January 1, 2006, or as soon as practicable, the PBA agrees to a change in the existing vision benefit to a direct reimbursement from the County wherein, upon the presentation of the appropriate receipts for the employee and/or for that employee's family, there shall be a direct reimbursement in the amount of up to \$250.00 per year or \$500.00 in a two year period of time.

9.8 Reopener: If any health benefits, including but not limited to a new provision, benefit or improvement in an existing plan is received by any other employees of the Bergen County Board of Chosen Freeholders represented by a majority representative, excepting those employees employed at the Bergen Pines Hospital, then and in such event, the PBA shall have the right to commence immediate negotiations towards the inclusion of said health benefits into this Agreement.

#### **ARTICLE 10 - WORK SCHEDULES AND OVERTIME PROVISIONS**

10.1 The regular work week shall start at 00 hours on Sunday and end at 2400 hours on the next succeeding Saturday.

10.2 Employees shall work eight (8) hours per day, five (5) days per week and forty (40) hours per week. The time at which work starts and ends shall be at the discretion of the Employer. In the event that the Sheriff seeks to change the aforementioned work schedule in the future, the Sheriff shall agree to provide a minimum of sixty (60) days notice to the PBA of the intention to change the above work schedule.

Employees assigned to work in "continuous operations" as defined as seven (7) days a week, 24 hours a day, shall be assigned a rotating cycle (of days work and days off) as follows: 4-2, 4-2, 4-2 and 5-2. Such employees shall receive an additional 17.6 hours pay each year determined by dividing their base salary by 2,080 in pay period 26.

10.3 Employees who are called back to duty shall be paid at a rate of straight time, or time and one-half base salary, whichever is appropriate, provided, however, if the employees are called back to duty, they shall be paid for a minimum of four (4) hours or the actual hours worked, whichever is greater. "Call back" shall mean called to work more than one hour prior to commencement of a regularly assigned tour duty, provided the call back occurs after the employee has left the work place.

10.4 Employees called back to work on a scheduled day off shall be paid a minimum of four (4) hours pay at time and one-half base salary. If such employees then work for more than four (4) hours, they shall be paid for eight (8) hours of work.

10.5 Employees shall be paid for Court appearances arising out of the performance of their job duties, on off duty hours or on regular scheduled days off in accordance with the applicable aforesaid paragraphs, whichever may apply.

10.6 If the regularly scheduled work day or tour on a work day is changed by the Employer within 72 hours prior to the start of the scheduled work day or tour, then the employee shall be paid for new hours assigned to work at time and one-half. Each change shall be individually noticed.

10.7 Employees shall be entitled to take compensatory time off in lieu of cash payment for overtime hours worked beyond eight (8) hours per day if the following conditions are fulfilled:

- (a) The CTO is taken as scheduled by the Employer and is taken within the six (6) payroll periods immediately following the period in which the overtime hours were worked. If the overtime hours would have been paid at time and one-half, then the CTO hours shall be taken at time and one-half. No more than 480 CTO hours may be accumulated. This amount shall be increased if the Federal Fair Labor Standards Act increases the "cap" beyond 480 hours.

10.8 All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all employees. A seniority list containing all the names of employees, arranged by the various divisions, shall be maintained and posted.

10.9 Seniority of employees shall be measured from the date of permanent hire by the Employer or of predecessor Employer, the Bergen County Board of Chosen Freeholders, or in



the case of Sergeants and Lieutenants, the date of permanent promotion. If two or more employees are permanently appointed on the same date, then the relative seniority shall be the same. If two or more employees are promoted to a higher rank on the same date, then their relative position on the Sergeant or Lieutenant seniority list shall be determined by their initial seniority. Employees shall have the right to challenge their placement on a seniority list within seven (7) days of the date on which they have knowledge of such placement on the seniority list.

10.10 It is recognized that some employees may not desire overtime and they may request, in writing, that their names be omitted from said list. This request may be granted by the Employer, but employees may not decline to work overtime in an emergency or when directly ordered to continue to perform work.

10.11 Overtime within a division shall first be offered to the first employee appearing on that division's seniority list. Thereafter, overtime shall be offered to the next employee on the list until the list is exhausted. The procedure shall be repeated.

10.12 If overtime work is available, and if the first eligible employee declines to work the overtime, then the overtime shall be offered to the next eligible employee appearing on the list, however, the first employee shall not lose the top position due to declining the overtime work.

10.13 Overtime shall be offered without favoritism. At the end of each three (3) months of the year, two (2) PBA 134 representatives shall review the overtime of permanent personnel.

10.13A All time worked in excess of 40 hours per week based on a 28 day work period will be paid at overtime rates. Overtime will not be paid after eight (8) hours per day. All paid leave such as paid sick leave, holidays, vacation days, compensatory time off, etc., shall be deemed to be hours worked. For example - If an Officer works a Monday to Friday schedule, and takes a paid sick leave day on Monday and works a double shift on Tuesday, that Officer will receive eight (8) hours overtime compensation.

However, if an Officer works a Monday to Friday schedule, takes an unpaid sick day on Monday, having used all accumulated sick leave, and works a double shift on Tuesday, that Officer will not be paid eight (8) hours overtime and will be paid for forty hours work for that week.

10.14 Overtime may be declined by those employees appearing on the division's overtime list. The available overtime may then be offered to that division's provisional or temporary personnel.

10.15 When guarding prisoners at Bergen Regional County Hospital or other like locations, when possible, at least one of the employees assigned shall be of the same sex as the prisoner or prisoners guarded.

10.16 The Correction Officers' lunch period shall be 30 minutes. There is a 10 minute pre-shift unpaid muster time for Correction Officers assigned to the jail.

Continuous operations pay, in the amount of \$3,000.00, shall be rolled over into each eligible Officer's pensionable base salary, effective January 1, 2006, to properly compensate all Correction Officers who are required to report to work for pre-shift muster time. \_\_\_\_\_

## ARTICLE 11 - PAY DURING ABSENCES

11.1 **Unscheduled Absences:** If, for any reason, employees are unable to report for work, then notice must be given to the Employer not less than two (2) hours before the start of the scheduled hours of work.

11.2 **Jury Duty:** Leaves of absence shall be granted to employees called for jury duty. Such leave shall not be charged against vacation or sick leave. Employees shall be paid the full pay which they usually receive for the time served on the jury. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

### 11.3 **Sick Leave:**

- (a) Employees unable to report to work for any reason must notify the Employer of such condition according to the procedure established by the Employer. Failure to give notification without just cause may result in disapproval of the request for sick leave or be considered as an unscheduled absence.
- (b) The cause of such absence must be reported daily, unless the notice reasonably covers several days. In any sick leave of three (3) days or more, a doctor's certificate must be submitted. The Employer retains the right in sick leave cases under three (3) days to either conduct an inquiry into the sick leave request or to require examination by a doctor of the Employer's choice if the Employer has any question as to the employee's condition.

- (c) Sick leave must be earned before it can be used. Should employees use none or only a portion of earned sick leave in any one year, then the amount of leave not taken shall accumulate from year-to-year.
- (d) 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 employment and 15 working days (1-1/4 days per month) for each calendar year thereafter. If an employee begins work after the fourth work day of the month, sick leave is not earned for that month.
- (e) Part-time employees are eligible for sick leave in the ratio which the number of hours a pay period they are regularly scheduled to work has to the number of hours a pay period that a full-time employee is regularly scheduled to work in a pay period.
- (f) Summer, seasonal or per diem workers are not eligible for sick leave.
- (g) Sick leave is hereby defined to mean absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill requiring the care of such employee. A certificate of a reputable attending doctor shall be required as sufficient proof of the need for an employee's attendance upon a member of the employee's immediate family. In the

case of an illness of a chronic or recurring nature which caused periodic or repeated absences from duty for one day or less, only one medical certificate is required for every six (6) month period as sufficient proof of need for such leave, provided, however, that the certificate specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of the use of sick leave due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

- (h) Employees who do not use sick days during January, February or March or any succeeding quarter of the year shall receive one extra day of vacation leave for each quarter up to a maximum of 4 extra vacation days.

#### 11.4 Injury Leave:

- (a) Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Workers' Compensation Insurance.
- (b) 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 willful misconduct on the part of employees. Employees absent from work due to an accident, who willfully fail to fulfill all of the conditions necessary to receive compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

- (c) Payments shall be made for a period not in excess of 135 days for each new and separate injury. After all injury leave is used, the employees may elect to use any sick leave, vacation or compensatory time accrued.
- (d) Use of Injury Leave: Employees absent from work due to an accident, illness or injury covered by Workers' Compensation Insurance, who have completed three (3) months employment, shall be compensated by the Employer at their regular base salary plus applicable longevity pay. 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.
- (e) Contested Injuries: If the Employer is contesting that the injury occurred on the job, then charges may be made against accrued sick leave, if any. If the Division of Workers' Compensation determines in favor of the employee, then sick leave so charged shall be recredited. If eligibility for payment is denied by the State, employees shall be eligible to use the accrued sick leave, if any, retroactive to the date of the injury and to use accrued vacation leave.

- (f) Medical Proofs: In order to limit the obligation of the Employer for each new and separate injury, the Employer may require employees to furnish medical proof or submit to a medical examination by a doctor of the Employer's choice, 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 Employer's employ.
- (g) Employees who have suffered an injury while working and are absent for five (5) days or more shall submit a written certification from a doctor setting forth the nature of the injury, the prognosis and the probable date for return to work.
- (1) Additional reports shall be filed from the doctor every two (2) weeks thereafter indicating the current status of the employee's heal and anticipated return to duty.
  - (2) In the absence of such certification, the employee shall not receive injury leave.
- (h) In the month of January, it will be the responsibility of the Sheriff to issue a statement to each Officer listing the amount of sick days unused during the year and the total accumulated days unused during the Officer's employment.

11.5 Funeral Leave: Employees shall be entitled to a four (4) working day leave with pay to attend or make arrangements for the funeral of a member of their immediate family.

Immediate family is defined as limited to an employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren or any other relative residing in the employee's household. Funeral leave shall not be charged against the employee's sick leave.

11.6 Terminal Leave: Employees who retire either by service retirement, accidental disability retirement, ordinary disability retirement or deferred retirement and employees who terminate work after reaching age 60 and who are not entitled to a retirement through P.F.R.S. or P.E.R.S., shall receive terminal leave in accordance with Option 1, Option 2 or Option 3, at the employee's election. In addition, in the event of the death of employees whose pension rights have vested or who are eligible for early retirement or who have reached the age of 60, the estate of such employees shall receive the terminal leave lump sum payment according to the option selected by the estate:

**Option 1:** One-half of the employee's earned and unused accumulated sick leave multiplied by the daily rate of pay based upon the average annual base pay received during the last year of employment, prior to the effective date of the employee's retirement, provided, however, that no such lump sum payment shall exceed eighteen



thousand (\$18,000.00) dollars, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

**Option 2:** Two days of pay for each full year's employment with the Employer or its predecessor, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement. In the event of the death of an active employee with seven (7) years of service, terminal leave shall be paid to the employee's estate in accordance with the option selected.

**Option 3:** Officers who retire shall be eligible to receive up to \$25,000.00 as per the agreement provided they have not used more than ten (10) sick days leave within the preceding 12 months prior to the date of their retirement. If they have used more than ten (10) such days, then they shall be paid up to a maximum of \$18,000.00 as per the current conditions of the contract (Options 1 or 2).

Effective January 1, 2003, Option 2 shall not be available to any employee who has used eighty (80%) or more of their accumulated sick time within the last two (2) years of employment, unless a physician, chosen by the Employer has deemed that employee is unfit for duty.

(To illustrate the above, assume that Correction Officer John Doe intends to retire, effective July 1, 2003. Doe had accumulated 70 days of sick leave as of July 1, 2001 (two years before the employee's retirement date) and received an additional 15 sick days as of January 1, 2002 and an additional 15 sick days as of January 1, 2003. Doe therefore had a total of 100 days of sick leave that could be utilized during the employee's last two years of employment. Doe would only forfeit his/her right to select option 2 if (1) Doe used 80 or more days of sick leave during the time period between July 1, 2001 and July 1, 2003 and had 20 or fewer days of sick leave on the books as of his/her July 1, 2003 date of retirement and (2) Doe was not deemed to be unfit for duty during the period of his/her absences during this two year period).

11.7(a) Leave of Absence: Upon application and at the discretion of the Employer, a permanent employee may be granted a personal leave of absence without pay or accrual of benefits credit for a period not to exceed six (6) months. In exceptional circumstances and at the discretion of the Employer, such leave may be extended for an additional six (6) months.

- (1) Ordinarily, a personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with another employer.
- (2) Personal leave of absence, when granted, will be with the understanding that the employees intend to return to work. Employees who fail to return within five (5) working days after the expiration of the leave of excused absence, may be considered to have resigned "not in good standing".

- (3) Upon exhaustion of all accrued leave (i.e. sick, vacation, personal, etc.) an Officer shall be placed on unpaid leave. The Officer shall not accrue any sick leave, vacation or holiday credits while on unpaid leave.
- (b) Family Leave: Upon application, permanent employees have use accumulated sick leave for family leave.
- (1) Employees requesting their maternity leave, should report their pregnancy not later than the end of the fourth month of their pregnancy. If there are any personal questions pertaining to maternity leave, the employee can ask the Employer to schedule an appointment with the registered nurse in the County Medical Clinic.
- (2) Employees while on paid maternity leave will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the Employer for the duration of the paid leave.
- (c) Military Service Leave: Leave for military service or training pursuant to Federal or State statutes shall be granted.
- (d) All of the benefits of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act are incorporated within this contract with the understanding that any benefits provided in the Collective Bargaining

Agreement relating to the types of leaves encompassed in this State statute and Federal statute, that are in excess of the benefits referred to in said statutes, shall continue to be fully implemented.

## ARTICLE 12 - VACATION

12.1 Vacation leave shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Employer. Seniority shall be measured from the date of permanent appointment. For the purpose of vacation selection whenever a Corrections Officer is transferred to a Sheriff's Officer position the employees shall maintain all of his/her seniority.

12.2 The vacation period shall commence January 1 and continue until December 31 of each year. The vacation leave shall be earned as follows:

- (a) Employees shall earn one day for each full month of employment during the first year of employment for the first 11 months and four (4) days in the twelfth month. If date of hire commences on or before the fourth calendar day of the month, then the employee shall be deemed to have been employed for a full month.
- (b) From the beginning of the second year to and including the fifth year, employees shall earn vacation leave at the rate of 1-1/4 days per month.
- (c) From the beginning of the sixth year and thereafter, employees shall earn vacation leave at the rate of 1-2/3 days per month.

(d) Vacation leave may be accumulated as set forth in the Civil Service Act.

~~12.3~~ Accrued Vacation Leave shall be compensated for when the Officer becomes separated, either voluntarily or involuntarily from the County services, unless the Officer terminates service without giving two (2) weeks notice to the Sheriff.

### **ARTICLE 13 - PERSONAL LEAVE**

13.1 Employees shall be entitled to take two (2) days off of personal leave with pay during the terms of this Agreement. The Employer shall be notified of the personal leave request in writing. Prior approval of the Employer must be obtained before such leave may be taken.

13.2 Summer, seasonal and per diem workers are not entitled to personal leave.

13.3 All personnel leave not taken during the calendar year shall be paid at the end of the year at fifty percent (50%) of that Officer's per diem rate.

### **ARTICLE 14 - HOLIDAYS**

14.1 The Employer observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day

President's Birthday

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Friday After Thanksgiving

Independence Day

Christmas Day

14.2 If any additional full-day holiday is granted by the County of Bergen to its employees, then the employees herein shall be granted such holiday.

14.3 Except as provided hereinafter, employees shall be paid for but shall not work on the aforesaid holidays.

14.4 Employees assigned to work continuous shifts may be scheduled to work holidays. They shall also be scheduled to have 14 days off with pay in lieu of having holidays off.

14.5 If a holiday occurs during an employee's vacation leave, then employees shall be granted an additional day of vacation. Present Continuous Operation Divisions are excepted, since holidays are built into the schedule.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

15.1 The purpose of the grievance procedure is to settle all grievances between the Employer and the PBA as quickly as possible and to insure efficiency and promote the morale of the employees.

15.2 A grievance is defined as any disagreement between the Employer and the PBA involving the interpretation or application of the Agreement or of an Employer's regulations or a violation of this Agreement or a suspension.

15.3 All grievances shall be processed as follows:

Step 1. They shall be discussed orally by the employee involved and the Local representative with the Tour Commander. An answer shall be given within three (3) days by such Tour Commander to the PBA.

Step 2. If grievances are not settled through Step 1, the same shall be reduced to writing by the PBA and the employee and submitted to the Employer or any person designated by him, and answers to such grievances shall be made in writing, with a copy to the PBA or employee(s) within five (5) days of submission.

15.4 If grievances are not settled by Steps 1 or 2, then the PBA shall petition the executive committee of the PBA to submit the grievance to arbitration. If the PBA's executive committee determines that the grievance is meritorious, then the PBA shall submit the dispute to arbitration from a panel appointed by the New Jersey Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the

agreement and the referenced policies. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator and expenses shall be borne equally by both parties.

15.5 Nothing herein shall prevent any employee from processing his/her own grievance, but not arbitration, providing; however, the PBA representatives have the right to be present and to be heard.

15.6 Suspensions of more than five (5) days or a dismissal may not be arbitrated, but may be appealed through Civil Service proceedings.

15.7 Grievances must be initially filed within 30 days of the incident, or the employee's knowledge of such incident.

15.8 The above notwithstanding the provisions of N.J.S.A. 40A:14-147 shall apply to employees covered by this Collective Bargaining Agreement.

#### **ARTICLE 16 - LOCAL REPRESENTATIVES AND MEMBERS**

16.1 Authorized representatives appointed by the PBA, not to exceed three (3), shall be authorized to discuss with the Employer any questions concerning the terms of this Agreement.

16.2 The President of the PBA and an employee chosen by the President shall be excused from work for attendance at the regular monthly meeting of the PBA.

16.3 During contract negotiations, the PBA shall have the right to three (3) representatives present who are on duty and an additional two (2) representatives who are off duty.

16.4 The President or State Delegate shall be granted reasonable time off to attend to necessary PBA business, provided that permission is requested in advance from the Employer, which permission shall not be unreasonably withheld.



16.5 PBA release time shall be provided to the PBA President consistent with past practices and shall enable the President to function in a union representative capacity whenever they is required to attend to personnel and labor relations issues affecting the PBA's membership.

#### **ARTICLE 17 - RETENTION OF CIVIL RIGHTS**

17.1 The employees shall retain all civil rights under the New Jersey State Laws.

#### **ARTICLE 18 - AGREEMENTS**

18.1 The Employer agrees not to enter into collective negotiating agreements with any person except the PBA with regard to any employees within the bargaining unit.

#### **ARTICLE 19 - INSURANCE AND WELFARE**

19.1 The Employees shall continue to receive liability coverage of the type now in force and effect, including insurance against false arrest, \$1,000,000.00 per employee, and \$1,000,000.00 per incident.

19.2 The Employees shall continue to have all necessary legal assistance in the defense of civil claims by third parties for personal injury, death or property damage arising out of and in the course of employment.

19.3 The employees shall continue to have all judgments entered against said employees as a result of said claims paid and satisfied provided, however, that the Employer's insurance carrier shall have exclusive control over the defense of the suit. In addition, the Employer shall provide legal counsel at its cost, as may be required by State statute.

#### **ARTICLE 20 - CLOTHING ALLOWANCE**

20.1 Employees shall be entitled to an annual uniform allowance as follows:

2006 - \$1,000.00

2007 - \$1,100.00

2008 - \$1,150.00

2009 - \$1,200.00

2010 - \$1,200.00

#### **ARTICLE 21 - SHIFT DIFFERENTIAL**

21.1 All employees who work in continuous operations defined in Paragraph 10.2(a) shall receive an additional payment per year of \$3,000.00 in lieu of any hourly shift differential payment.

Such sum shall be payable to the employee in 26 equal payments per year, to coincide with the payroll periods throughout the year and shall be made only so long as the employee works in continuous operations.

As compensation for all employees who are required to work pre-shift muster time, continuous operations pay shall represent creditable compensation for pension purposes and shall be included within the pensionable base salaries of Correction Officer.

21.2 All other employees who are in shift positions but who are not on a regular seven (7)-day rotating shift basis shall be paid in addition to their base salary, a differential of \$.45 per hour for shift two (2) defined as "afternoon and evening shift" and \$.50 per hour for shift three (3) defined as "night and morning shift".

#### **ARTICLE 22 - APPLICABLE LAWS**

22.1 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 law.

#### **ARTICLE 23 - CHANGES, SUPPLEMENTS OR ALTERATIONS**

23.1 Provisions of this Agreement may be changed only upon written agreement signed by both parties.

#### **ARTICLE 24 - APPLICABILITY**

24.1 The benefits contained herein shall apply only to those employees employed as of January 1, 1978 and those permanently appointed thereafter.

#### **ARTICLE 25 - EDUCATIONAL INCENTIVES**

25.1 The following annual increments shall be paid to employees covered by this Agreement who have successfully completed degree requirement in police science or related fields:

(a)	Associate Degree	\$ 600.00
(b)	Bachelor's Degree	\$1,200.00
(c)	Master's Degree	\$1,800.00
(d)	Doctorate	\$2,400.00

Said amounts shall be paid annually in a lump sum commencing in the calendar year of receipt of the degree.

25.2 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 Employer, which approval shall not be unreasonably withheld;
- (b) The course, or its equivalent, is not offered by the County of Bergen at no cost to the employee;
- (c) The cost to the Employer shall not exceed \$35.00 per credit;

- (d) Employees shall be entitled to reimbursement for not more than six (6) credits per year;
- (e) Employees who have successfully completed the course and proof thereof has been furnished to the Employer.

#### **ARTICLE 26 - TRANSFERS AND STAFFING VACANCIES**

26.1 When a vacancy occurs in a specialized division of the Sheriff's Department, or when any lateral transfers are to be effectuated from the title of Correction Officer to the title of Sheriff's Officer, whether by resignation, retirement, promotion, death or transfer, the following procedure shall be followed:

- (a) Sheriff's Officers or Correction's Officers who have served three (3) years or more from the date of their permanent appointment and who are interested in the vacancy or lateral transfer shall so signify to the Employer in writing.
- (b) If the Employer, at his/her sole option, determines to fill the vacancy or to implement the lateral transfers, the Employer shall fill the position by the appointment of any one of those who have submitted their names in writing. There shall be no appeal from his/her selection by way of grievance or any other procedure.

- (c) The Employer will consider length of service and the applicant's service record as a factor in making the selection.

#### **ARTICLE 27 - REPRESENTATION FEE PROVISION**

27.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the PBA within 30 days thereafter and any new permanent employee who does not so join within 30 days of the initial date of hire to a title within the bargaining unit and any permanent employee previously employed with the unit who does not join the PBA within 10 days of the re-entry into the bargaining unit shall, as a condition of employment, pay a representation fee to the PBA by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular membership dues, fees and assessments as certified to the Employer by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the regular membership dues, fees and assessments. The entitlement to the representation fee shall be continued beyond the termination date of this Agreement, so long as the PBA remains the majority representative of the employees in the unit, and that no modification is made in this provision by a successor agreement between the PBA and the Employer.

27.2 The PBA agrees that it will indemnify and save the Employer harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorney's fees, in any matter resulting from action by the Employer at the request of the PBA under this Article.

## **ARTICLE 28 - PERSONNEL FILES**

28.1 A personnel file for all employees represented by the PBA shall be maintained by the Employer in the Employer's office. This file shall contain ordinary or routine papers and any confidential papers. Upon reasonable notice to the Employer and at reasonable times, employees within the bargaining unit may review personnel files. The files maintained by the Employer shall be kept confidential but may be used by the Employer to evaluate employees.

28.2 Whenever a written complaint concerning employees or their actions are placed in the confidential files, a copy shall be made available to the employees who shall have the opportunity to rebut the complaint if so desired, and the same shall be placed in the file. When the employees are given a copy of the complaint, the identity of the complainant shall be deleted. However, if any disciplinary action is taken based on any complaint, then the employees shall be furnished with all details of the complaint including the identity of the complainant.

28.3 All personnel and confidential files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any materials from a personnel file is authorized, if agreed to by the Employer and the affected employee. The unauthorized removal of any material from a personnel file is cause for appropriate disciplinary action.

## **ARTICLE 29 - NOTICE OF ACCRUED LEAVE**

29.1 Not less than one time in each year, the Employer shall notify all employees of their accrued vacation leave days, holidays, sick leave days, personal days and any other accrued paid leave time.

## ARTICLE 30 - ANNUAL PHYSICAL EXAMINATION

30.1 The Employer shall provide employees, who so choose, an annual medical examination at no cost to the employees.

## ARTICLE 31 - WEAPONS AND LEATHER GEAR

31.1 Employees required to have a weapon shall have same furnished by the Employer at no cost to the employees.

31.2 Employees required by law to qualify in order to carry a firearm shall be afforded the opportunity to do so while working. Ammunition and targets shall be provided by the Employer for the initial qualification and for a second qualification in the event that employees fail to qualify after the initial qualification test.

31.3 If employees are required to carry a firearm and wear appropriate leather gear, then the employees shall have the leather gear furnished by the Employer at no cost to the employees. The leather gear provided shall become the personal property of said employees. Employees shall have the responsibility of maintaining the gear in serviceable condition; however, should said gear be rendered useless due to age, ordinary wear and tear or damage or otherwise rendered unserviceable, then it shall be the responsibility of the employees to replace said non-serviceable items at their own cost and expense.



## **ARTICLE 32 - LOSS OR DAMAGE TO PERSONAL ITEMS**

32.1 Employees shall be reimbursed for any loss or damage resulting of their personal items incurred during a physical incident while on duty. Said personal items shall include, but not be limited to, uniform, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$100.00; however, the only jewelry that is covered under this Article is wedding or engagement rings. Employees must report said loss or damage to their Superior Officer no later than the beginning of the next full shift, in order to be entitled to reimbursement; however, if employees are disabled, injured, incapacitated, delayed or detained, then they shall make said reports soon as possible under the circumstances.

## **ARTICLE 33 - SAFETY AND PERSONAL WELL-BEING**

33.1 A committee comprised on 2 PBA members, designees of the employee and a medical doctor designated by the Employer shall be formed to discuss any unusual medical problems, including but not limited to AIDS, infectious diseases and the like.

33.2 Upon notice from any one of the foregoing members of the committee, the Employer shall convene the committee within 24 hours of said notice to discuss any matter of concern within the context of this Article.

## **ARTICLE 34 - ADDITIONAL ADMINISTRATIVE DUTIES**

34.1 If the Employer assigns additional administrative duties to one or more persons with the title: Sheriff's Officer, Lieutenant, Correction's Officer, Lieutenant, Sheriff's Officer

Sergeant or Correction's Officer Sergeant, then employees performing such duties shall receive additional compensation in an amount to be determined by the Employer, but not exceeding an additional \$2,500.00.

Lieutenants designated as Division/Unit Heads, who have more than four (4) Officers under their supervision, shall receive \$2,500 per year as Administrative Duty Pay.

### **ARTICLE 35 - BENEFITS DURING UNPAID LEAVE OF ABSENCE**

35.1 Subject to all the conditions and limitations contained herein, full time, permanent employees who suffer an injury or illness which is not covered by Workers' Compensation and which prevents such employees from working for the Employer, upon exhaustion of their accrued sick leave and vacation leave and upon written application, shall be entitled to an unpaid leave of absence.

35.2 The period of such leave shall be from the date of exhaustion of accrued sick leave and vacation leave to the date of the employee is able to return to work; but the period shall not be greater than 1 year from the first day of such illness or injury.

35.3 During the period of such leave of absence, the Employer shall pay the premium for the employee's coverage in the present health plan or its equivalent. Coverage shall include spouse and dependents, when applicable.

35.4 During the period of such leave, the Employer shall have the right to have such employees examined, at its expense, by doctors of its choice, at reasonable intervals to obtain opinions concerning the ability of the employees to work.

35.5 The benefit contained herein shall not be provided to employees who, during the

period of such leave of absence, either become employees of a person other than the Employer herein, or who become self-employed.

**ARTICLE 36 - OUT OF TITLE**

36.1 Whenever an Officer is assigned to work in a job capacity normally filled by a higher ranked Officer for more than ten (10) consecutive work days, that Officer shall be compensated at the rate the assigned Superior Officer would have been compensated for the time actually worked in excess of ten (10) consecutive work days.

IN WITNESS WHEREOF, the parties or their appropriate officers have signed and sealed this Agreement on the date first set forth above.

BERGEN COUNTY SHERIFF

WITNESS: *Thomas Justice*

By: *Geo P. McGuire*

Date: *18 August 2006*

POLICEMEN'S BENEVOLENT ASSOCIATION    ATTEST:  
PBA LOCAL #134

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By: Lewis Morell  
President

Secretary

By: Edw. Brunner  
Vice President

Date: 8/18/06

**EXHIBIT "A"**

**SALARY SCHEDULE**

	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
<i>Academy</i>	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
<i>Step 1</i>	\$35,609	\$37,033	\$38,514	\$40,113	\$41,777
<i>Step 2</i>	\$40,460	\$42,078	\$43,761	\$45,577	\$47,469
<i>Step 3</i>	\$47,634	\$49,539	\$51,521	\$53,659	\$55,886
<i>Step 4</i>	\$54,807	\$57,000	\$59,280	\$61,740	\$64,302
<i>Step 5</i>	\$61,982	\$64,461	\$67,039	\$69,822	\$72,719
<i>Step 6</i>	\$69,155	\$71,921	\$74,798	\$77,902	\$81,135
<i>Step 7</i>	\$76,329	\$79,382	\$82,558	\$85,984	\$89,552
<i>Step 8</i>	\$90,677	\$94,304	\$98,076	\$102,146	\$106,385
*****					
<i>Sergeants</i>	\$98,838	\$102,791	\$106,903	\$111,340	\$115,960
<i>Lieutenants</i>	\$107,733	\$112,043	\$116,524	\$121,360	\$126,397

**SCHEDULE "B" - STIPENDS**

The following stipends shall be paid to all Officers and be part of their base salary and paid accordingly. The following shall be paid to all Officers assigned the following categories as listed below.

SERT and "DARE" Members	\$ 600.00
K-9 Members	\$1,150.00
BCI	\$1,500.00
Records and Classifications	\$ 600.00
Explorers	\$ 600.00
Community Policing	\$ 600.00
Honor Guard	\$ 400.00