

2-11-85

STORAGE

Bergen

COLLECTIVE BARGAINING AGREEMENT

between

Bergen County Board of Chosen Freeholders

THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF BERGEN

and

BERGEN COUNTY LAW ENFORCEMENT GROUP,
SUPERIOR OFFICERS PBA LOCAL 134, Bergen
County Sheriff's Department,

X JANUARY 1, 1984 through DECEMBER 31, 1985

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This Agreement, entered into on this day of *July 3*, 1984, between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF, BERGEN, hereinafter referred to as the "Co-Employer", or the "County"; THE BERGEN COUNTY SHERIFF, hereinafter referred to as the "Co-Employer", or the "Sheriff"; and THE PATROLMEN'S BENEVOLENT ASSOCIATION, LOCAL No. 134, BERGEN COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as "P.B.A. 134."

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and all other terms and conditions of employment for the Locals.

NOW THEREFORE, the parties agree as follows:

ARTICLE I-RECOGNITION

1. The Co-Employers hereby recognize the PBA 134 as the exclusive representative of the employees in the Bergen County Sheriff's Department, and P.B.A. 134 hereby recognizes the Board of Chosen Freeholders of the County of Bergen and the Bergen County Sheriff as the Co-Employers.

2. The Title "Officer" shall be defined to include the plural as well as the singular, and to include males as well as females.

ARTICLE II - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 1984, to December 31, 1985, and the status quo shall remain in full force and effect until a successor agreement is executed. All economic provisions of this Agreement shall be retroactive to January 1, 1984, except as otherwise herein provided.

ARTICLE III - COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues 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.

2. Collective negotiations for the contract period beginning January 1, 1986, shall commence pursuant to the rules of the Public Employment Relations Commission.

3. Negotiating sessions shall begin at times mutually agreed upon by the parties on the dates agreed upon and the Local's representatives (not exceeding the number shown in Section 1) on duty on that day shall be permitted to attend the negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

ARTICLE IV- PRESERVATION OF RIGHTS

1. Nothing in this Agreement shall abrogate the existing management rights of the elected or appointed officials in charge of the various departments of County government subject to this Agreement and to all applicable rights of the employees.

2. All benefits owing to employees by the employer, which existed on December 31, 1981, 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 Agreement provided that,

(i) Such benefits were expressly recognized by the co-employers.

(ii) Such benefits were uniformly provided to all employees in the bargaining unit.

(iii) Such benefits are within the scope of issues that are mandatorily negotiable. Management rules and regulations, which are within the scope of issues that are mandatorily negotiable, which were in effect on December 31, 1981, will be continued in full force and effect for the term of this Agreement. The employer reserves the right to change rules and regulations, which are within inherent managerial prerogatives.

ARTICLE V - DISCRIMINATION

This contract shall be subject to all State and Federal regulations on discrimination. There shall be no discrimination, interference or coercion by the co-employers of its agents against the employees represented by the unit because of membership or activity in either the PBA, or the Group constituting said unit.

ARTICLE VI - NOTIFICATION OF CHANGES

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Local's representative before they are established.

ARTICLE VII - SALARY

1. The base salaries for the years 1984 and 1985 for each of the titles covered under this Agreement shall be as set forth in Schedule "A" attached hereto. The minimum salary for the year 1984 and 1985 shall be as set forth on Schedule "A".

2. Employees who attain permanent status shall continue to move from minimum to maximum base salary in four (4) equal annual increments.

ARTICLE VIII - LONGEVITY

1. Payments shall be made to employees with unbroken, continuous, long-term service to the County as follows:

- (a) completing 72 months (6 years).....\$ 200.00
- (b) completing 108 months (9 years).....\$ 400.00
- (c) completing 168 months (14 years).....\$ 800.00
- (d) completing 228 months (19 years).....\$1000.00

2. Longevity payments shall be paid on a regular basis along with the base salary for pension purposes.

ARTICLE IX - HEALTH BENEFITS

1. The County shall continue to provide all employees and members of their immediate family covered under the present coverage (1420 Series with Rider J) with like or similar hospitalization and other insurance, as is now provided. In the event that the insurance carrier presently covering the hospitalization and medical insurance for the County shall refuse to carry or continue said insurance coverage, then, in that event, the County shall immediately apply to a new insurance company for the identical insurance as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the County shall be

responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

2. Summer, seasonal and per diem workers are not eligible.

3. In accordance with the provisions of Chapter II, Public Laws of 1973, premiums for benefits in the State Health Benefits Program shall be paid by the County 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.

4. Employees covered under this Agreement shall be entitled to coverage by either the New Jersey Dental Service Plan, Inc. (The Delta Dental Plan), Group No. 316701-2, as exists in the current contract of Local One, New Jersey Employees' Union, or coverage by a successor plan with equal benefits. The employer will pay the entire premium.

5. Disability Plan: The County shall provide a disability benefits insurance program during the term of this Agreement sponsored by Washington National Life Insurance Company, or a company agreeable to both parties, subject to the following conditions:

A. The employees shall contribute the sum of Three and 40/100 (\$3.40) Dollars toward the costs of the plan. Any costs in excess thereof shall be paid by the County. Employees who choose to join the Program shall make payment through payroll deductions; it is understood and agreed that no employee shall be obliged to participate in the said program.

B. The benefits to be provided shall be those as provided during the year 1982 and shall include benefits of Seventy (70%) percent of the employee's weekly wage to a maximum of One Hundred Fifty (\$150.00) Dollars per week and there shall be a forty-five (45) day waiting period with a maximum of fifty-two (52) weeks in payments and shall include disability due to pregnancy.

C. An employee who becomes eligible for disability payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time required to give him/her his/her normal bi-weekly pay.

6. Prescription Drug Plan: The County shall provide a prescription payment benefits insurance program during the term of this Agreement, through Paid Prescriptions or through an insurance company acceptable to both the County and the Union or through a program of self-insurance, which program plan shall provide the same or equal coverage as that provided to the employees of the Bergen Pines County Hospital and shall be subject to the following:

A. The first Two and 00/100 (\$2.00) Dollars cost of the prescription shall be paid by the employee and the remainder of the cost shall be paid by the insurance company or the County.

B. Each prescription shall be for a supply of medication not to exceed thirty (30) days.

C. Full premium to be paid by the County.

ARTICLE X - WORK SCHEDULE, OVERTIME

1. The regular normal work week shall be defined as starting at 12:01 A.M. on Sunday and terminating at 12:00 midnight on Saturday.

2. The work day shall be eight (8) hours per day and forty (40) hours per week. The schedules shall be at the discretion of the department head.

2(a). Employees assigned to work in continuous operations (Correction Officers, Identification Officers and Communication Officers) shall be assigned a rotating cycle (of days of 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 at a straight time rate.

3. Any employee who shall be called back to duty shall be paid at a rate of straight time or time and one-half, whichever is appropriate, 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 commencement of the assigned tour of 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.

4. If any employee is called to duty on his day off, he shall be paid a minimum of four (4) hours pay at time and one-half. If he is on duty for more than four (4) hours, he shall be paid for a full day.

5. Employees shall be paid for Court appearances on off duty hours or on regular days off in accordance with the above paragraphs, whichever may apply.

6. If the regularly scheduled day or tour of a day of an employee has been established in advance by a schedule and is changed from that day or tour of a day by the department head within seventy-two (72) hours of the scheduled day or tour, then the employee shall receive overtime for the new hours he is assigned to work at time and one-half. Each change shall be individually noticed.

7. Employees shall be entitled to take compensatory time off in lieu of cash payments for overtime hours worked beyond forty (40) hours per week if the following conditions are fulfilled:

(1) the tour commander or department head gives permission to take CTO hours and,

(2) the CTO is taken as scheduled by the Tour Commander or Department Head and shall be taken within the six (6) pay-roll 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 the same rate. No more than eighty (80) CTO hours may be accumulated.

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

Seniority of officers shall date from date of permanent hire or in the case of sergeants, the date of permanent promotion. In the event that two or more officers are permanently appointed on the same date, then their relative seniority shall be the same. In the event two or more officers are promoted to a higher rank on the same date, then their relative position on the sergeant seniority list shall be determined by their initial seniority. Officers shall have the right to challenge their placement on a seniority list within seven (7) days of the date on which the employee has knowledge of their placement on a seniority list.

It is recognized that some personnel may not desire overtime and may request, in writing, that their name be omitted from said list. This request may be granted by the Sheriff, his representative, or other department head but an employee may not decline in an emergency or when directly ordered to continue to perform duty.

In the Sheriff's Department, overtime within a division shall first be offered to the first name appearing on that division seniority list. Thereafter, overtime shall be offered to the next person as his or her name appears on the list until the list is exhausted at which time the list shall again begin at the top.

If overtime work is available, and if the first eligible officer on duty declines to work the overtime, then the overtime shall be offered to the next eligible officer appearing on the list, however, the on duty employee shall not lose the top position due to the fact of his or her declining the overtime work.

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. It is further recognized that overtime may be declined by those eligible appearing on the division's overtime list. In that event, the available overtime may be offered to that division's or unit's provisional or temporary personnel.

In the event of personnel assigned to guarding of prisoners at Bergen Pines or other like locations, the officer or officers assigned shall be of the same sex as the prisoner or prisoners guarded, whenever possible.

ARTICLE XI - PAY DURING ABSENCE

1. Unscheduled Absences - If, for any reason, an employee is unable to report for duty, he must notify his Department head as soon as possible, and before his scheduled starting time.

2. 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. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

3. Sick Leave - (a) 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 without just reason could result in disapproval of his request for sick leave or be considered as an unscheduled absence.

(b) The cause for the employee's absence must be reported daily, unless he provides adequate explanation and reason to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted. The Department Head retains the right in sick leave cases under five

(5) days to conduct an inquiry into the sick leave request or to require examination by a county physician if he has any question in his mind as to the employee's condition.

(c) 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 one (1) year, the amount not taken accumulates to his credit from year to year during his employment.

(d) Sick leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of his employment and fifteen (15) working days (1 1/4 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.

(e) A part time employee is eligible for sick leave in the ratio which the number of hours a pay period he or she is regularly scheduled to work has to the number of hours a pay period that a full time employee is regularly scheduled to work.

(f) Summer, seasonal or per diem workers are not eligible for sick leave.

(g) Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician

in attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediately family. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only the medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the Department Head shall be sufficient.

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

(b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's 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 the employee. If an employee, absent from work due to an accident, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he shall not be

entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

(c) The payments enumerated above will be made for a period not in excess of 135 working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due to him at the time of the injury.

(d) Use of Injury Leave - Employees absent from duty due to an accident, illness or injury covered by Worker's Compensation Insurance, who have completed three (3) months service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act. 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.

(e) Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where 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. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize the sick leave accruals, if any, retroactive to the date of his injury, and to use vacation leave.

(f) Medical Proofs - In order to limit the obligation of the County for each new and 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.

(g) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

(1) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of his anticipated return to duty.

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

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

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

6. Terminal Leave - An employee, upon retirement (service retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement) or an employee who terminates his service after reaching age sixty (60) who is not covered by the Public Employees Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the employee elects. In addition, in the event of the death of an employee whose pension rights have vested or who is eligible for early retirement or who has reached the age of sixty (60), then the estate of that employee shall be eligible for 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 his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum payment shall exceed Sixteen Thousand and 00/100 (\$16,000.00) Dollars, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

Option 2 - One (1) day of pay for each full year's service by the County of Bergen, 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 his estate in accordance with the option selected.

7. Leave of Absence - (a) 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 up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

(1) 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 an other employer.

(2) 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 five (5) working days after the expiration of the leave of excused absence, he may be considered to have resigned and not in good standing.

(3) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

(b) Maternity Leave. Upon request, a female employee with permanent status may use her accumulated sick leave for maternity purposes.

(1) 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 her Department Head to schedule an appointment with the registered nurse in the Medical Clinic.

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

(c) Military leave shall be granted as prescribed by Federal or State law.

ARTICLE XII - VACATION

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department. Seniority shall be measured from the date of permanent appointment to a title with the Sheriff's Department.

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

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

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

(c) From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of one and two-thirds (1 2/3) days per month.

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

ARTICLE XIII - PERSONAL LEAVE

1. Each employee shall be entitled to take one (1) day of personal leave with pay during each year of this Agreement. The Department Head must be notified of the personal leave request and prior approval of the Department Head must be obtained.

2. Summer, seasonal and per diem workers are not eligible.

ARTICLE XIV - HOLIDAYS

1. All employees, in addition to their regular wages shall receive fourteen (14) holidays and any additional full day holiday granted other County employees. Bergen County observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

2. If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation. Present Jail Communication and Identification Bureau policy is excepted, since holidays are built into the schedule.

3. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: sick leave, injury leave, terminal leave, jury duty leave, maternity leave, compensatory time off and vacation leave.

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

ARTICLE XV - GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the co-employers and the Local as quickly as possible, so as to insure efficiency and promote employee morale.

2. A grievance is defined as any disagreement between the co-employers and the Local involving the interpretation or application of regulation, violation of agreements and suspension.

3. All grievances shall be processed as follows:

STEP 1 (a) They shall be discussed by the employee (s) involved and the Local representative with the Tour Commander designated by the Department Heads. The answer shall be made within three (3) days by such Tour Commander, to the Local.

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

STEP 3 (c) If the grievances are not settled by Steps 1 and 2, then the Local or employee (s) 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.

4. If the grievances are not settled by Steps 1, 2 and 3, then the Local and/or employee (s) within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances 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, nor subtract from the terms of the Agreement and the referenced policies. The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties.

5. Nothing herein, shall prevent any employee from processing his own grievance, providing the Locals and representatives may be present.

6. Appeals from a suspension of more than five (5) days or a dismissal may not be arbitrated but may be taken through Civil Service channels.

7. Grievances must be initially filed within thirty (30) days of the incident, or the employee's knowledge of such incident.

ARTICLE XVI - LOCAL REPRESENTATIVES AND MEMBERS

1. Authorized representatives appointed by the Locals, not to exceed three (3), shall be authorized to discuss with the Department Head any questions concerning the terms of this Agreement.

2. During contract negotiations, Local 134 shall have the right to have three (3) representatives on duty and an additional two (2) representatives off duty.

3. The president and an officer of his choice on tour of duty shall be excused from duty for attendance at the regular monthly meeting of the Locals. The president or state delegate shall be granted reasonable time off to attend to necessary PBA business, provided that he requests permission in advance from his superior officer, which permission shall not be unreasonably withheld.

ARTICLE XVII - RETENTION OF CIVIL RIGHTS

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

ARTICLE XVIII - AGREEMENTS

The County agrees not to enter into collective negotiating agreements with anyone but the recognized Local with regard to any employees covered under the provisions of this Agreement.

ARTICLE XIX - INSURANCE AND WELFARE

1. The County shall continue to maintain and provide liability coverage of the type now in force and effect, including false arrest, at the present levels of one million (\$1,000,000.00) dollars per man and one million (\$1,000,000.00) dollars per incident.

2. The County shall supply to employees all necessary legal assistance in the defense of civil 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 co-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 XX - CLOTHING ALLOWANCE

Employees shall be entitled to an annual uniform allowance of Four Hundred Fifty and 00/100 (\$450.00) Dollars during the year 1984 and Four Hundred Seventy-five and 00/100 (\$475.00) Dollars during the year 1985. Payment shall be made annually following the first board meeting in March.

ARTICLE XXI - SHIFT DIFFERENTIAL

1. All employees who work on a regular seven (7) day rotating basis shall receive an additional allowance per year in lieu of any hourly shift differential payment as follows:

1984 - Twelve Hundred Fifty (\$1,250.00) Dollars and in 1985 the sum of Fifteen Hundred (\$1,500.00) Dollars. Such sum shall be payable to the employee in twenty-six (26) equal payments per year, to coincide with the payroll periods throughout the year, and shall be made only so long as the employee remains on a regular seven (7) day rotating basis.

2. All other employees who are in shift positions but who are not on a regular seven (7) day rotating basis shall be paid in addition to their base salary a differential of twenty-five (\$.25) cents per hour for shift two (afternoon and evening shift) and thirty (\$.30) cents per hour for shift three (night and morning).

ARTICLE XXII - 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 law.

ARTICLE XXIII - CHANGES, SUPPLEMENTS OR ALTERATIONS

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

ARTICLE XXIV - APPLICABILITY

These benefits shall apply only to those employees on the County payroll on January 1, 1978, and those permanently appointed thereafter.

ARTICLE XXV - EDUCATIONAL INCENTIVE

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

- (a) Associates Degree.....\$ 250.00
- (b) Bachelor's Degree.....\$ 350.00
- (c) Master's Degree.....\$ 450.00
- (d) Doctorate.....\$ 550.00

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

ARTICLE XXVI - TRANSFER OF SENIORITY PROCEDURE

When a vacancy occurs in a Sheriff's Officer title or Corrections Officer title, 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 five (5) years or more from the date of their permanent appointment and who are interested in the vacancy shall so signify to the Sheriff in writing.

(b) The Sheriff may elect to fill the vacancy by the appointment of any one of those who have submitted their names in writing. If the Sheriff should make the appointment from this list, there shall be no appeal from his selection by way of grievance or any other procedure.

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

ARTICLE XXVII - AGENCY JOB PROVISION

1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join a local within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of the re-entry into employment with the 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 eight five (85%) percent 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 continue 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.

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 attorneys' fees) in any matter resulting from action taken by the employer at the request of the PBA under this Article.

ARTICLE XXVIII - PERSONNEL FILES

1. A personnel file with ordinary or routine papers shall be established and maintained for each employee covered by this Agreement in the Bergen County Personnel Office.

2. A file for all employees represented by PBA 134 shall be maintained by the Sheriff in the Sheriff's Office. This file shall contain ordinary or routine papers and any confidential papers. Upon reasonable notice to the Sheriff and at reasonable times, any employees within the bargaining unit may review his personnel file. The file maintained by the Sheriff shall be kept confidential but may be used by the Sheriff to evaluate employees.

3. Whenever a written complaint concerning an officer or his actions is to be placed in his confidential file, a copy shall be made available to him and he shall be given the opportunity to rebut the complaint if he so desires, and he shall be permitted to place said rebuttal in his file. When the

employee is given a copy of the complaint, the identification 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.

4. 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 material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXIX - NOTICE OF ACCRUED LEAVE

Not less than one time in each year the employer shall notify each employee of the number of accumulated vacation days, holidays taken, sick days, personnel days and any other paid leave time which is available to that employee.

ARTICLE XXX - ANNUAL PHYSICAL EXAMINATION

1. The employer shall provide that each employee, who so chooses, shall receive an annual medical examination at no cost to the employee.

ARTICLE XXXI - WEAPONS

Any employee required to have a weapon shall have same furnished to him by the County, at no cost to the employee.

ARTICLE XXXII - LOSS OR DAMAGE TO PERSONAL ITEMS

An employee shall be reimbursed for any loss or damage resulting to 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 Fifty (\$50.00) Dollars. It is further agreed that the only jewelry that shall be covered under this Article shall include earrings and wedding or engagement rings. An employee must report said loss or damage to his superior officer no later than the beginning of the next full shift in order to be entitled to reimbursement; however, if the employee is disabled, injured, incapacitated, delayed or detained, then and in such event, he shall make said report of loss or damage as soon as possible under the circumstances.

ARTICLE XXXIII - BERGEN PINES SECURE WARD AND LEATHER GEAR

The above matters will be decided by the Appellate Division and arbitration respectively and the parties will retain full rights to an appeal of said determinations.

ARTICLE XXXIV - ADDITIONAL ADMINISTRATIVE DUTIES-LIEUTENANTS

In the event that the Sheriff assigns additional administrative duties to one (1) or more persons with the title Sheriff's Officer or Correction's Officer, Lieutenant, then and in such event, the employee performing such duties shall receive additional compensation in an amount to be determined by the Sheriff, but not exceeding an additional Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars.

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

Attest:

Roberta Stein

THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY
OF BERGEN

BY:

Gerald Calabrese
GERALD CALABRESE,
Director, Bergen County
Board of Freeholders

Attest:

Alga Stefank

BERGEN COUNTY SHERIFF

BY:

William McDowell
WILLIAM MCDOWELL

P.B.A. LOCAL 134

Attest:

Anthony Laverde

BY:

Pat Caleca
PAT CALECA,
President

SCHEDULE "A"

<u>TITLES</u> <u>PBA 134</u>	<u>EFFECTIVE</u> <u>JAN. 1, 1984</u>	<u>EFFECTIVE</u> <u>JAN. 1, 1985</u>
During First Year	\$ 13,000.00	\$ 14,000.00
During Second Year	\$ 16,181.00	\$ 17,381.00
During Third Year	\$ 19,362.00	\$ 20,763.00
During Fourth Year	\$ 22,543.00	\$ 24,144.00
After Fourth Year (Max.)	\$ 25,724.00	\$ 27,525.00
Sergeant	\$ 27,724.00	\$ 29,525.00
Lieutenant	\$ 29,724.00	\$ 31,525.00

