

AGREEMENT

Between

THE COUNTY OF BERGEN

And

PBA LOCAL 203

BERGEN COUNTY DEPARTMENT OF WEIGHTS & MEASURES

JANUARY 1, 2008 through DECEMBER 31, 2011

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This Agreement made on this _____ day of _____ 2009, between the County of Bergen, hereinafter referred to as the "Employer" or the "County", and Patrolmen's Benevolent Association, Local 203, Bergen County Department of Weights and Measures, hereinafter referred to as "PBA 203".

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 condition of employment

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the PBA 203 as the exclusive representative for all employees in the Bergen County Department of Weights and Measures with the title, Assistant County Superintendent of Weights and Measures, Deputy County Superintendent of Weights and Measures and Weights and Measures Apprentice.

ARTICLE II - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 2008 through December 31, 2011, 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, 2008, except as the 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 two (2) representatives of each party plus counsel shall participate in collective negotiating meetings, except by consent of both parties.
2. Collective negotiations for the contract period beginning January 1, 2012 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 above) 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

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

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 employer or its agents against the employees represented by the unit because of membership or activity in the PBA.

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

A. For all existing employees (as of December 31, 2008), other than Eric Flax, salary increases shall be as follows:

- (1) 3.50% across-the-board, retroactive to January 1, 2008 for employees who are on the payroll as of November 1, 2008 to be eligible for the retroactivity;
- (2) 2.50% across-the-board, effective January 1, 2009;
- (3) Effective April 1, 2009, all employees shall work a forty (40) hour work week and their pay shall be adjusted accordingly to take into account the increased hours;
- (4) 3.25% across-the-board, effective January 1, 2010; and,
- (5) 3.50% across-the-board, effective January 1, 2011.

B. For Eric Flax only, his compensation shall be as follows:

- (1) 2.00% + \$2,500.00, retroactive to January 1, 2008 for Mr. Flax since he was on the County's payroll as of November 1, 2008;
- (2) 2.00% + \$2,500.00, effective January 1, 2009;
- (3) 2.00% + \$2,500.00, effective January 1, 2010; and,
- (4) 3.50%, effective January 1, 2011.

C. For all new employees hired on or after January 1, 2009, said employees shall only be entitled to the percentage (%) increases set forth in the employee group other than Eric Flax.

All salary increases to base wages set forth above are exclusive of longevity payments.

D. Anything to the contrary in Paragraphs A through C above, notwithstanding, no employee shall receive a salary increase before the first (1st) anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same amount or

percentage (as the case may be) as received by the unit at large the preceding January 1st. After new employees have received their first (1st) salary increase on the first (1st) anniversary of their date of hire, they shall receive an increase in accordance with Paragraph A through C, as applicable.

E. The hire-in rate for Weights & Measures Apprentice shall be \$25,000.00/annum.

ARTICLE VIII - LONGEVITY

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

6 Years - \$300.00
9 Years - \$600.00
14 Years - \$1000.00
17 Years - \$1250.00
23 Years - \$1500.00

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

3. No employee hired on or after January 1, 2009 shall be entitled to longevity.

ARTICLE IX - HEALTH BENEFITS

1. **Health Insurance:**

a) Employees shall receive fully paid health insurance for themselves and their eligible dependents under a Plan sponsored by the County of Bergen. Such Plan is to be equal to that Plan previously negotiated by the parties or, as the case may be, greater. The benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work twenty (20) hours per week or more and shall become effective on the first (1st) of the month following sixty (60) calendar days from the date of hire. Employees working less than forty (40) hours bi-weekly shall not be entitled to such benefit.

b) The Employer shall also extend the above insurance coverage to all retired employees and their eligible dependants, at its expense, provided that the employee has twenty-five (25) or more years of service in the Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the Employee.

c) The County shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is eligibility for Worker's Compensation benefits.

d) If any employee is on paid leave of absence, except as provided for in above, he/she shall continue to be covered for a minimum period of one (1) month following her/his last

day of payment, after which the employee shall be offered the opportunity to continue her/his coverage at their personal expense through the County group.

e) Any insured employee who resigns or is terminated for any other reason other than retirement or death shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall have the opportunity to continue her/his coverage at their personal expense on a direct basis.

Employees will be required to obtain pre-certification on hospital admissions, chiropractic, physical therapy and all mental health counseling. Second opinions will be required on surgery. The County will pay all costs in securing second opinions. The level of benefits to employees has not changed. Failure to obtain pre-certification or second opinion will result in a penalty of doubling the annual deductible. Such penalty can be imposed only once a year. All employees will receive training and a booklet explaining the new program prior to the effective date of these changes. This paragraph relates to those who are either enrolled in the County's Traditional Plan and/or HMO Plan.

The Employer shall establish a Preferred Provider Network for Physical Therapy, Chiropractic Care and Mental health Services (Out-Patient).

2. a) Effective January 1, 2009, the Bergen County Direct Access plan shall be offered as an option for employees. Employees hired after January 1, 2009 shall only be offered the Direct Access or HMO Plan. The existing Traditional and HMO Plans shall continue to be provided to those hired before that with the Traditional Plan modified as below:

Employees currently in the Traditional Plan selecting the Direct Access plan shall receive the following wage adjustment to base pay after the application of the wage increase in Article VII and other adjustments that may be added to base salary provided the employee chooses to move to the Direct Access plan by January 1, 2009:

January 1, 2009 - \$425.00 annually
January 1, 2010 - additional \$425.00 annually
January 1, 2011 - additional \$425.00 annually

Those employees currently in the Traditional Plan and remaining in the Traditional Plan subsequent to January 1, 2009, but who waive in to take Direct Access Plan on or before January 1, 2010 shall receive the following base pay wage adjustments after the application of the wage increase in Article VII and other adjustments that may be added to base salary as follows:

January 1, 2010 - \$300.00 annually
January 1, 2011 - additional \$300.00 annually

b) Any employee who leaves the Traditional Plan for any other insurance plan shall not be allowed to return to the Traditional Plan.

c) For Traditional Plan employees:

(1) Effective January 1, 2009, the deductible shall be increased to \$400.00 individual/\$800.00 family with the 80/20 applicable to \$1,000.00 maximum out of pocket individual and \$2,500.00 maximum out of pocket family.

(2) Effective January 1, 2010, the deductible shall be increased to \$500.00 individual/\$1,000.00 family, with the maximum out of pocket remaining at \$1,000.00 individual/\$2,500.00 family.

Disability:

The County shall provide a disability benefits and insurance program during the term of this Agreement, subject to the following conditions:

A. The premium shall be paid in the proportions as presently exist. The employees who choose to join the Program shall make the payments from payroll deductions; it is understood that no employee shall be obliged to participate in said program.

B. Any future increases in premium from the date of this Agreement to the termination of this Agreement, will be divided evenly between the employer and employee, to the maximum permitted by statute.

C. The benefits to be provided shall be those as provided during the year 1999 and shall include benefits of seventy (70%) of the employees' weekly wage to a maximum of \$150.00 per week, and there shall be a thirty (30) day waiting period with a maximum of fifty two (52) weeks in payments which include disability due to pregnancy.

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

E. Effective July 1, 2004, the provisions of paragraphs A through D will be revised as follows:

(1) The County will pay for the full cost of the County plan, with a maximum weekly benefit of \$150.00.

(2) The County will offer the employees the right to purchase up to the state minimum through payroll deduction.

Dental:

Employees covered under this Agreement shall be entitled to coverage by either the New Jersey Dental Service Plan, Inc. (the Delta Dental Plan) or coverage by a successor plan with equal benefits. The Employer will pay the entire premium during the term of this Agreement. The annual maximum, as of January 1, 2008, shall be \$1,300.00. As of January 1, 2009, the annual maximum shall be \$1,400.00; as of January 1, 2010, the annual maximum shall be \$1,500.00; and, as of January 1, 2011, the annual maximum shall be \$1,600.00.

USWU - 755
White & Blue

Prescription:

The County shall provide a prescription payment benefits insurance program during the term of this Agreement which program shall provide the same or equal coverage as that provided the employees of USWU Local 755 and shall be subject to the following conditions until January 1, 2009, when the provisions below shall take effect.

1. (a) Effective as of the signing of this Agreement (January 01, 2000, although not retroactively) there shall be a five dollar (\$5.00) co-payment for generic drugs and fifteen dollar (\$15.00) co-payment for name brand drugs. Effective April 1, 2004, mail order prescriptions shall have a seven dollar and fifty cents (\$7.50) co-payment (maximum of a ninety (90) day supply).

(b) As of January 1, 2009, the following prescription co-pays shall be effective:

- (1) All existing employees hired on or before December 31, 2008:
 - \$5.00 (generic) (30 day supply)
 - \$15.00 (brand name) (30 day supply)

MAIL ORDER

- \$5.00 (generic) (90 day supply)
- \$15.00 (brand name) (90 day supply)

- (2) All employees hired on or after January 1, 2009:

- \$5.00 (generic) (30 day supply)
- \$15.00 (preferred brand name) (30 day supply)
- \$30.00 (non-preferred brand name) (30 day supply)

MAIL ORDER

- \$5.00 (generic) (90 day supply)
- \$30.00 (preferred brand name) (90 day supply)
- \$60.00 (non-preferred brand name) (90 day supply)

(c) Effective January 1, 2009, no employee shall seek reimbursement through the County's insurance program or any other County entity of the prescription co-pays paid by the employee.

2. The County's carrier shall pay any and all charges above the deductible payment made by the employee.

3. This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective upon the first (1st) of the month following the month after the employee receives health benefits.

4. Full premium to be paid by the County.

Eyeglass and Vision Plan:

1. Each employee covered under this Agreement shall be entitled to a refund of up to One Hundred Fifty (\$150.00) dollars per year towards the cost of an eye examination and/or purchase of eyeglasses upon presentation of a duly authorized receipt to the employer.
2. a. As of April 1, 2004, spouse and dependant(s) will be added to this coverage. Dependant will be defined pursuant to the County's medical insurance plan.

b. Each employee/spouse/dependant will be, collectively, entitled to reimbursement for cost of eyeglasses or eye examinations or both up to \$225.00/ year, which can be combined for use over two (2) years (2008/2009) to a maximum of \$450.00 over that period. There shall be no commingling or combining of amounts.

c. Each employee/spouse/dependant will be, collectively, entitled to reimbursement for costs of eyeglasses or eye examinations or both up to \$250.00/year, which can be combined for use over two (2) years (2010/2011) to a maximum of \$500.00 over that period. There shall be no commingling or combining of those amounts.
3. In the event the County desires to enter into a program of self-insurance regarding coverage for the items set forth, coverage for all employees shall remain the same provided, however, that no change in the coverage shall be effective without the consent of both parties.

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 six and one half (6 ½) hours per day, and thirty-two and one-half (32 ½) hours per week for employees represented by PBA Local 203. This work day shall increase to eight (8) hours per day, forty (40) hours per week, effective April 1, 2009. The Local's schedules shall be at the discretion of the respective Department Heads. All employees hired on or after January 1, 2009 shall work a forty (40) hour work week.
3. Any employee who shall be called back to duty shall be paid at a rate of straight time or time and one-half, which ever is appropriate, provided, however, if the employee is called back to duty, he/she 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/she has completed a regular tour of duty, provided that the employee is called back after he/she has left his/her assignment.
4. If any employee is called to duty on his/her day off, he/she shall be paid a minimum of four (4) hours pay at time and one-half (1 ½). If he/she is on duty for more than four (4) hours, he/she shall be paid for a full day. The County reserves the right to have the employees work the call-in period.

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. Employees represented by PBA 203 shall be entitled to take compensatory time off (CTO) in lieu of cash payments for overtime hours worked beyond forty (40) hours per week if the following conditions are fulfilled:
 - a. The Tour Commander or Department Head gives permission to take CTO hours and,
 - b. The CTO is taken as scheduled by the Tour Commander or Department Head within six (6) pay periods following the period in which the overtime hours would have been paid at time and one-half (1 ½), then the CTO hours shall be taken at the same rate. No more than eighty (80) CTO hours may be accumulated. Overtime shall be earned at time and one-half (1 ½) after forty (40) hours, as defined below.
7. Overtime shall be eligible in excess of forty (40) hours at time and one-half (1 ½). For purposes of calculating overtime, hours worked shall not include vacation leave, personal leave and/or holidays.

ARTICLE XI – PAY DURING ABSENCE

1. **Unscheduled Absences** – If, for any reason, an employee is unable to report for duty, he/she must notify his/her Department Head as soon as possible, and no less than one-half (1/2) hour before the employee's scheduled 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 the employee's vacation or sick leave privileges. For 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 for any other reason, it is essential that he/she notify his/her Supervisor or Department Head, according to the procedure established in his Department. Failure to give proper notification, as set forth above, without just reason could result in disapproval of his/her 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/she provides adequate explanation and reason to cover several days. For an illness of five (5) days or more, or for individual absences totaling ten (10) 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/she has any question in his/her mind as to the employee's condition. Sick leave must be earned before it can be used. Should the employee require none or only a portion of his/her earned sick leave for one (1) year, the amount not taken accumulates to his/her credit from year to year during his/her employment. The County reserves the right to

require a doctor's note at anytime; the cost of such; if requested by the County, shall be borne by the County.

c. Sick leave is earned and accumulated in the following manner: One (1) working day for each full month of service during the remaining months of the first (1st) calendar year of his/her employment and fifteen (15) working days (1 ¼ per month) for each calendar year thereafter. If the employee begins work after the fourth (4th) day of the month he/she does not earn sick leave for that month.

d. 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 from 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 the employee's attendance upon a member of the employee's immediate 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 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.

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

1. To be eligible, the employee must have at least thirty (30) sick leave days on the books as of October 31st of each year.
2. The employee may sell back up to five (5) days per year.
3. The employee must notify the County of his/her willingness to sell back days and the amount of sell back as of November 15th of each year.
4. The rate at which the days will be paid at the yearly rate in the year in which sell back notification occurs.
5. The County will pay the sick leave buy back amount by the first (1st) pay period in February of the next year.

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 which occurred while the employee was performing his/her duties 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 prove to have been due to intoxication or willful misconduct on the part of the employee. If an employee, is absent from work due to an accident, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he/she shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled. The payments enumerated above will be made for a period not in excess of thirty (30) 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/her at the time of injury.

c. **Use of Injury Leave** – Employees absent from duty due to an accident, illness or injury covered by Workers' 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 Workers' Compensation under the terms of the New Jersey Workers' Compensation Act. In the event that the State determines in favor of the employee, sick leave so charged shall be credited to the employee's sick leave accrual balance.

d. **Contested Injuries** – Charges may be made against sick leave accrual, if any, in the 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 credited 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/her injury, and to use vacation leave.

e. **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 County service.

f. 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/her 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.

g. **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. Effective January 1, 2005, add aunt, uncle, and domiciled partner to the list of bereavement eligible persons for the day of the funeral only. Domiciled partner is defined as the existing designated beneficiary on the employee's insurance plan under PFRS.

h. 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 (½) 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 Eighteen Thousand (\$18,000.00) dollars. However, all new employees hired on or after January 1, 2009 shall be capped at Fifteen Thousand (\$15,000.00) dollars (at the fifty (50%) percent rate).

Option 2 – two (2) days of pay for each full year's service with the County of Bergen. In the event of the death of an active employee with seven (7) years of service, terminal leave shall be paid to his/her estate in accordance with the option selected. The employee may elect to delay receipt of Terminal Leave funds from Options 1 or 2 until January 31st of the year following his/her retirement. However, all new employees hired on or after January 1, 2009 shall be capped at Fifteen Thousand (\$15,000.00) dollars.

In all cases, "actually retire" is defined as receiving approval from PFRS/PERS to retire, the receipt and deposit of the first (1st) retirement check and providing such proof to the County's Personnel Director prior to the payment for terminal leave.

Leave of Absence:

1. Leave without pay – A permanent employee may, for reasons satisfactory to the County, be granted a personal leave of absence without pay or service 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.

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

b. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her County duties. If an employee fails to return within five (5) working days after the expiration of the leave of excused absence, he/she may be considered to have resigned and, accordingly, not in good standing.

- c. Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, and will not accrue sick and vacation time.
2. Family Leave shall be granted only in accordance with applicable Federal and/or State laws and statutes governing such leave.
3. 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.
2. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowance shall be as follows:
 - a. Employees shall earn one (1) day per month in the first (1st) year of employment for the first (1st) eleven (11) months and four (4) days eligibility in the twelfth (12th) month, provided the initial date of hire commences on or before the fourth (4th) calendar day of the month.
 - b. From the beginning of the second (2nd) year, to and including the fifth (5th) year, employees shall earn vacation at the rate of one and one-quarter (1 ¼) days per month. From the beginning of the sixth (6th) year and thereafter, employees shall earn vacation at the rate of one and two-thirds (1 2/3) days per month.
 - c. Vacation may be accumulated as set forth in the Civil Service Act, which provides that vacation hours earned may be carried over to the following calendar year only.

ARTICLE XIII – PERSONAL LEAVE

1. Each employee shall be entitled to take three (3) days 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. Effective January 1, 2004, an employee subsequently employed must be employed by the County at least six (6) months before they are allowed to use personal leave.

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. The County observes the following holidays:

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

Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day

Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

2. If a holiday falls during an employee's vacation, he/she shall be granted an additional day of vacation.
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.
5. Effective April 1, 2004, employees shall be eligible to take off their birthday, subject to the following conditions:
 - a. Any employee whose birthday falls before April 1, 2004 shall not be eligible for such benefit in 2004.
 - b. No employee shall be eligible for or receive holiday pay if they work on their birthday.
 - c. If an employee's birthday falls on a Saturday or a Sunday, the Saturday birthday will be celebrated on Friday and the Sunday birthday will be celebrated on Monday.
 - d. If a holiday falls on the employee's day off, he/she shall receive the day before off. An employee whose birthday falls during their vacation shall receive the day off following the vacation period.
 - e. Otherwise, the employees birthday will be celebrated on the actual day in question, unless more than five (5%) percent of the employee's division have the same birthday during the week the birthday occurs.
 - f. Birthday celebrations under this Section for Mondays and Fridays must be taken on that Monday or Friday unless the employee is not scheduled to be working on that day, then the very next work day shall apply.

ARTICLE XV – GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the County and the Local as quickly as possible, so as to insure efficiency and promote an employee's morale.
2. The grievance is defined as any disagreement between the County and the Locals involving the interpretation or application of regulation, violation of agreements and suspension.

3. Grievances, when indicated, must be filed with the Office of the County Personnel Director within ten (10) calendar days of the occurrence or knowledge thereof. Grievances affecting specifically payroll discrepancies must be filed within fifteen (15) calendar days of the occurrence. There is no such thing as a continuing grievance. Failure to file within the time(s) set forth above shall be deemed abandonment of the grievance.

Step 1 – They shall be discussed by the employees involved and the Local Representative with the immediate superior designated by the Department Head. The answer shall be made within five (5) calendar days by such immediate Superior to the Local.

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

Step 3 – If the grievances are not settled by Steps 1 and 2, then the Local or employees 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 by the Administrator or his designee.

4. If the grievances are not settled by Steps 1, 2 and 3, only the Local, within ten (10) calendar days after a written decision (Step 3) shall have the right to submit only such grievance which are claimed to be a violation of this Agreement to an arbitrator appointed by the parties from the arbitration panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this 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 Local and representatives may be present.

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

7. No grievance may be filed by an employee or the Union on his/her behalf that has previously resigned or retired from the employment of the County, unless said grievance is in response to an action taken by the County subsequent to the employee's resignation or retirement.

ARTICLE XVI – LOCAL REPRESENTATIVES

1. Authorized representatives appointed by the Local, not to exceed two (2), shall be authorized to discuss with the Department Head any questions concerning the terms of this Agreement.

2. During negotiations, the authorized representatives of each department, not to exceed two (2) from PBA 203, shall be excused from normal duties on the days of the scheduled negotiations.

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

ARTICLE XVII – 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 XVIII – 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 individual and one million (\$1,000,000.00) dollars per incident. The parties recognize that the County of Bergen is presently self-insured but shall maintain the aforesaid coverage through the self-insurance program.

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

ARTICLE XIX – CLOTHING ALLOWANCE

Employees represented by PBA Local 203 shall be entitled to an annual uniform allowance of Six Hundred Fifty (\$650.00) dollars for the years 2008 through 2011, payment to be made annually in a lump sum separate check after March 1st of each year of the Contract. Said amounts shall be less all applicable deductions. Failure to wear the uniform or failure to have the uniform in proper condition shall subject the employee(s) to discipline, up to and including termination.

ARTICLE XX – APPLICABLE LAWS

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

ARTICLE XXI – CHANGES, SUPPLEMENTS – OR ALTERATIONS

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

ARTICLE XXII – EDUCATIONAL INCENTIVE

1. The following annual increments shall be paid to employees covered by this Agreement who have completed degree requirements in Police Science or related fields:

- | | | |
|----|--------------------|----------|
| a) | Associate's Degree | \$300.00 |
| b) | Bachelor's Degree | \$400.00 |
| c) | Master's Degree | \$500.00 |
| d) | Doctorate | \$600.00 |

2. Tuition Reimbursement – The County shall reimburse an employee 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 prior approval of the County Administrator which approval shall not be unreasonably withheld;
- b) The course or its equivalent is not offered by the County, at no cost to the employee;
- c) The cost to the County shall not exceed as follows:
Effective January 1, 2007 – reimbursement shall not exceed Seven Hundred Fifty (\$750.00) dollars (\$125 per credit).
- d) No employee shall be entitled to reimbursement for more than six (6) credits per year.

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

ARTICLE XXIII – AGENCY JOB PROVISION

1. Any permanent employee in the bargaining unit on the effective date of this Agreement 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 of equal to eighty-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 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 P.B.A. remains the majority representative of the employees in the unit, and so long as 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 action, 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 XXIV - 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. Whenever a written complaint concerning an officer or his/her actions is to be placed in his confidential file, a copy shall be made available to him/her and he shall be given a copy of the complaint if he/she so desires, and he shall be permitted to place said rebuttal in his/her 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 complainant, then the employee shall be furnished with all details of the complainant, including the identity of the complainant.

3. All personnel files 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 XXV - 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, personal days and any other paid leave time which is available to the employee.

ARTICLE XXVI - ANNUAL PHYSICAL EXAMINATION

The employer shall provide that each employee, who so chooses, shall receive an annual medical examination at no cost to the employee. If the physician determines, based on the employee's medical history and/or the County's sick leave/leave of absence policies that the employee needs additional tests, the Physician's determination shall be conclusive and non-grievable.

ARTICLE XVII - 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 One Hundred (\$100.00) 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/her 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/she shall make said report of loss or damage as soon as possible under the circumstances.

ARTICLE XXVIII – SAFETY AND PERSONAL WELL-BEING

A committee comprised of two (2) bargaining unit members, two (2) designees of the Employer and Doctor or his assignee will be formed to discuss any unusual medical problems including, but not limited to, AIDS, infectious diseases and the like. Upon notice from any one of the foregoing members of the Committee, the Employer will convene the Committee within twenty-four (24) hours of said notice to discuss any matter of concern within the context of this Article.

ARTICLE XXIX – MISCELLANEOUS

A. Any employee promoted on or after January 1, 2004 shall receive a seven (7%) percent increase over their existing base salary.

B. Any employee demoted from a promotion opportunity obtained on or after January 1, 2004 shall receive a seven (7%) percent decrease in their base salary.

C. Any employee demoted on or after January 1, 2004 from any promotional position shall receive a reduction in pay based as follows:

1. The dollars increase attached to the promotion, increase by the percentage (%) raise per year received between the promotion and the demotion, which shall be the amount of base salary to be reduced, OR,

2. Seven (7%) percent decrease in base salary, whichever is lesser.

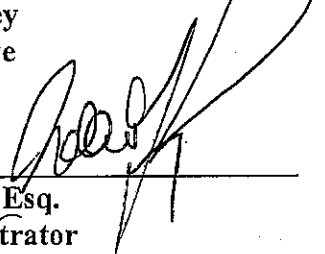
D. In the event that the County becomes eligible to join the New Jersey Manufacturers Association, the County shall do so at the earliest practical time subsequently to eligibility.

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

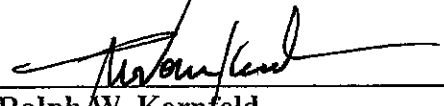
COUNTY OF BERGEN



Dennis McNerney
County Executive



Robert E. Laux, Esq.
County Administrator



Ralph W. Kornfeld
Director of Personnel

PBA LOCAL 203

