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AGREEMENT BETWEEN THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF BERGEN

and

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT

1978-1979

1/1/78 - 12/31/79

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A G R E E M E N T

THIS AGREEMENT made this 15 day of MAY 1978, by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BERGEN, hereinafter referred to as "County", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT, hereinafter referred to as "Local 49".

WHEREAS, the County and Local 49 recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - Recognition

1. The County hereby recognizes Local 49 as the sole and exclusive representative of all County Police Officers excluding only the Chief of Police.

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

ARTICLE 2 - Term of Agreement

This Agreement shall be in force from January 1, 1978 to December 31, 1979. All provisions shall remain in full force and effect until a new contract is executed. All economic terms of this Agreement shall be retroactive to January 1, 1978.

ARTICLE 3 - 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)

additional 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, 1980 shall commence on or about September 5, 1979.

3. The Local representatives (not exceeding the number shown in Section 1) on duty shall be permitted to attend regularly scheduled negotiating sessions without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

ARTICLE 4 - Preservation of Rights

1. Nothing in this contract 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 Federal, State laws, rules and regulations and the existing rights of the employees.

2. The County agrees that all benefits, terms and conditions of employment relating to the status of the County Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

ARTICLE 5 - 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 any of its agents against the employees represented by the unit because

membership of activity in either the PBA or group constituting said unit.

ARTICLE 6 - Residency

Employees covered by this Agreement may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of Bergen County.

ARTICLE 7 - Notification of Changes

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE 8 - Salaries

1. The base annual salaries for the year 1977 for all employees covered by this Agreement is set forth in Schedule "A". This salary schedule reflects the parties' efforts to have placed the salaries for all Bergen County Police Officers at a representative position, based upon the maximum patrolman's salary (top step) being at the fifty-fifth percentile of those Bergen County municipalities listed in Appendix "B".

2. Salaries for the year 1978 for all employees covered by this Agreement shall be computed based upon the 1978 maximum base annual salary (top step) patrolmen in Bergen County municipalities listed in Appendix "B". The maximum Bergen County Policeman's base annual salary (top step) for the year 1978 shall be at the sixtieth percentile (60%) of the maximum base annual salaries for patrolmen in the respective municipalities listed in Appendix "B". Not less than sixty percent (60%) of those municipalities shall have a maximum base annual salary for patrolmen for 1978 which is below the 1978 maximum base annual salary of the Bergen County Police patrolmen.

3. Salaries for the year 1979 for all employees

covered by this Agreement shall be computed in the same manner as hereinabove set forth in subparagraph 2 of this Article based upon the sixtieth percentile (60%) of the maximum base annual salary for patrolmen in the Bergen County municipalities listed in Appendix "B" for the year 1978. For the year 1979, however, Local 49 may substitute any three (3) Bergen County municipalities not presently listed, provided that same is done by notice in writing to the County not later than August 1, 1979.

4. Those employees covered by this Agreement above the rank of patrolman shall receive salary increases for each of the years 1978 and 1979, as follows:

- a. The base annual salary for sergeant shall be One Thousand Four Hundred Dollars (\$1,400.00) above the base annual salary for patrolmen.
- b. The base annual salary for lieutenant shall be One Thousand Four Hundred Dollars (\$1,400.00) above the base annual salary for sergeant.
- c. The base annual salary for captain shall be One Thousand Four Hundred Dollars (\$1,400.00) above the base annual salary for lieutenant.
- d. The base annual salary for inspector shall be One Thousand Four Hundred Dollars (\$1,400.00) above the base annual salary for captain.

The base annual salaries for sergeants, lieutenants, captains and inspectors shall be payable to said employees immediately on promotion to each of the said ranks.

5. The base annual salary for the year 1978 shall be deemed to be retroactive to January 1, 1978, and any monies due

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employees by virtue of this Article shall be paid as soon after the execution of this Agreement as practicable.

6. The initial base annual salary for patrolmen hired during the year 1978 shall be Ten Thousand Three Hundred Dollars (\$10,300.00). The initial base salary for patrolmen hired during the year 1979 shall be Eleven Thousand Dollars (\$11,000.00).

There shall be three equal annual salary step increments to maximum base annual salary (top step) for patrolmen. The effective date for the entitlement to such annual salary step increment shall be the anniversary date of the individual employee's initial date of hiring. The pay rate for each annual salary step for those patrolmen below the maximum for their grade during the years 1978 and 1979 shall be computed by subtracting the starting salary (\$10,300.00 for 1978 and \$11,000.00 for 1979) from the maximum base annual salary for patrolmen in each of the said years and dividing the difference by 3. The base annual salary of patrolmen having completed one year of service shall be Ten Thousand Three Hundred Dollars (\$10,300.00) in 1978 and Eleven Thousand Dollars (\$11,000.00) in 1979 plus one-third ($1/3$) such difference and the base annual salary of patrolmen having completed two (2) years of service shall be Ten Thousand Three Hundred Dollars (\$10,300.00) in 1978 and Eleven Thousand Dollars (\$11,000.00) in 1979 plus two-thirds ($2/3$) such difference. After three (3) years of service, a patrolman shall receive the maximum base annual salary for his grade.

7. Recognizing that some of the municipalities listed in Appendix "B" may finalize their 1978 and 1979 pay rates after January 1 of each or either of the said years, the parties to this contract agree that there shall be a Five Hundred Fifty Dollar (\$550.00) pay raise payment across the board on January 1, 1978, and a similar pay raise payment on January 1, 1979, for all

employees covered by this Agreement. Final pay rate adjustments as provided herein shall be made not later than September 1, 1978 and September 1, 1979, respectively, for each of the years covered under this Agreement.

ARTICLE 9 - 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).....\$100.00
- b. Completing 108 months (9 years).....\$200.00
- c. Completing 168 months (14 years)\$400.00
- d. Completing 228 months (19 years).....\$600.00
- e. Authorized leaves of absence for illness disability shall not be considered a break in service.

2. Longevity payments shall be paid as increases in the base rate of pay and shall be paid in the regular bi-weekly pay starting January 1, 1978.

ARTICLE 10 - Health Benefits

1. The County shall continue to provide all employees and members of their immediate family covered under the present coverage with like or similar hospitalization and other insurance, as is now provided. In the event that the insurance carrier 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. In accordance with the provisions of Chapter 111, 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.

ARTICLE 11 - Work Schedule, Overtime

1. The work day shall be eight (8) hours and forty (40) hours per week for Local 49. The work week for Local 49 shall be seven (7) days per week on a rotating schedule.

2. Any employee who shall be called back to duty shall be paid at a rate of time and one-half, 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, provided that the employee is called back after he has left his assignment.

3. 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.

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

5. If the regularly scheduled day or tour of 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.

6. Overtime ~~for regularly scheduled shifts and details~~ will be offered to regular full time employees of the Department

in order of preference based upon a rotating seniority roster within rank. All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all personnel. Starting January 1, 1977, and thereafter on the first day of January of each year, overtime shall be offered to the first name appearing on the roster as may then be in effect. Thereafter, overtime shall be offered to the next person as his or her name may appear on the list as suitable overtime shall become available.

a. Overtime may occur when the first eligible name is assigned. In that event, the overtime shall be offered to the next person.

b. Some personnel may not desire overtime and may request in writing his or her name be passed over on said list as overtime would have been offered. This may be granted by the Chief or his representative but a person may not decline in an emergency or where he is directly ordered to duty.

c. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the County to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list

for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the County's selection of special persons for special details.

- d. Overtime shall be offered without favoritism. At the end of each three (3) months of the year, two (2) representatives of the Local shall meet with the Chief or his representative and review the overtime of the personnel.

ARTICLE 12 - 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. **Sick Leave** - All employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days (one and one-fourth per month) in each calendar year thereafter which shall accumulate from year to year.

- a. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family, or any permanent member of household.
- b. To qualify for payment while absent on

absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one (1) hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

- c. The County shall be permitted to send to the home of any employee reporting sick any duly New Jersey licensed medical doctor to examine said employee. No other person shall be directed or authorized to visit the home of an employee.
- d. The cause for an employee's absence must be reported daily unless he provides an adequate explanation which will encompass an absence occurring over a longer period.
- e. If any sick leave of less than five (5) consecutive working days no doctor's certificate shall be required. In any sick leave of five (5) consecutive work days not inclusive of regular days off or more, a doctor's certificate must be submitted.
- f. In the event the County requires an examination by the police surgeon or any other

New Jersey licensed physical selected by the County, the cost of said examination shall be borne by the County.

3. 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 duties and which is covered by Workmen's Compensation Insurance.
- b. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workmens' Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willfull 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 enurmerated above will be made for a period not in excess of one hundred thirty-five (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 him at the time of injury.

- d. Use of injury leave - employees absent from duty due to an accident, illness or injury covered by Workmens' Compensation Insurance, who have completed three (3) month's 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 Workmens' Compensation under the terms of the New Jersey Workmens' 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 or is job related. 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 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 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) week thereafter indicating the current status of the employee's health and the time of his anticipated return to duty where the employee elects to use his private physician.

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

4. Funeral Leave

- a. 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 of employee or employee's spouse, grandchildren or any other relative residing in the employee's household. Said death leave shall not be charged against employee's sick leave.

5. Terminal Leave

- a. An employee, upon retirement, (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement and Early Retirement, but not Deferred Retirement) shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, which the employee elects:
 1. Option 1 - One-half of the Employee's earned and unused accumulated sick leave multiplied by his daily rate of 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 Twelve Thousand Dollars (\$12,000.00).
 2. Option 2 - One day of pay for each full year's service with the County of Bergen.
- b. In the event of the death of an active

employee who has vested rights, terminal leave shall be paid to his estate in accordance with the option selected.

6. 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 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 be not granted to an employee for the purpose of seeking or accepting employment with any 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 or 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. Military leave shall be granted as prescribed by Federal or State law.

ARTICLE 13 - 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 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 1-1/4 days per month.
- c. From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of 1-2/3 days per month.
- d. Vacation may be accumulated as set forth in the Civil Service Act.
- e. No employee who is on vacation shall be recalled except in the case of a Departmental Mobilization by the Chief of Police to meet a clear and present danger confronting Bergen County.
- f. Vacations shall be selected on a rotating

seniority by rank basis (disputes shall be settled on an initial date of hire basis) which shall be established by the Department. Once an employee selects two (2) or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list has been exhausted at which time the process shall be continued. A single pick shall not consist of more than twelve (12) consecutive working days during prime time. Prime time shall consist of the time period between the last week in June and Labor Day.

ARTICLE 14 - Personal Leave

Each employee shall be entitled to take one day of personal leave with pay per year. The Chief or his Appointee must be notified of the personal leave request and prior approval of the Chief or his Appointee must be obtained.

ARTICLE 15 - Holidays

1. All employees, in addition to their regular wages shall receive thirteen (13) holidays and any other full day holiday granted other County employees. Bergen County observes the following holidays:

- a. New Year's Day
- b. Lincoln's Birthday
- c. Washington's Birthday
- d. Good Friday
- e. Memorial Day
- f. Independence Day
- g. Labor Day

- h. Columbus Day
- i. Election Day
- j. Veteran's Day
- k. Thanksgiving Day
- l. Friday after Thanksgiving
- m. Christmas Day

2. 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, and Vacation Leave. Previously established payroll policies as to Holiday pay shall be maintained.

ARTICLE 16 - Grievance Procedures

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

2. A grievance is defined as any disagreement between the County and the Locals involving the interpretation or application of a regulation, violations of agreements and suspension.

3. All grievances shall be processed as follows:

- a. STEP ONE - Grievances shall be reduced to writing by the grievant Local or Employee(s) and submitted to the Chief, 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.
- b. STEP TWO - If the Grievances are not settled by Step 1, 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 and 2, 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 which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the referenced policies directly affecting them to an Arbitrator appointed by the parties from the Arbitration Panel maintained by the American Arbitration Association. 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 shall be rendered within thirty (30) days after completion of the hearing and 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. If an employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service Channels, it may not subsequently be processed as a grievance.

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

ARTICLE 17 - Negotiation of Scheduling

Representatives of each of the parties shall meet to attempt to negotiate an improved work schedule to be effective

January 1, 1979. Such work schedule shall be based upon a 2,080 hour year for each employee and shall in all other respects comply with prevailing statutory requirements. It is intended that such meetings shall be held frequently, at least twice a month if possible, and the Chief of Police shall be invited to attend and participate at all such meetings. In the event no resolution of this matter is reached by September 15, 1978, the parties agree that this matter shall be referred to the New Jersey Public Employment Relations Commission for dispute resolution under its rules and regulations, and in such event each party reserves any and all of its rights it may otherwise have before the said agency with respect thereto.

ARTICLE 18 - Local Representatives and Members

1. Authorized representatives appointed by the Local, not to exceed four (4), shall be authorized to discuss with the Department Head any questions concerning the terms of this Agreement.

2. During negotiations the authorized representatives of the Local, not to exceed six (6) Bergen County Police Officers shall be excused from normal duties to attend the scheduled negotiations.

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.

ARTICLE 19 - Retention of Civil Rights

Employees shall retain all civil rights under the New Jersey law.

ARTICLE 20 - Bill of Rights for County Police Officers

All employees shall be entitled to the protection of what shall be termed the Bill of Rights for County Police Officers. Investigations of Bergen County Police Officers shall be conducted

of the Local before being questioned concerning a violation of the Rules and Procedures of the Department. The interrogation may not be postponed for more than one (1) hour.

ARTICLE 21 - Agreements

The County agrees not to enter into agreement with anyone but the recognized law enforcement Local with regard to personnel covered by this Agreement.

ARTICLE 22 - Insurance and Welfare

1. The County shall continue to maintain and provide liability insurance coverage of the type now in force and effect, including false arrest, at the present levels of Five Hundred Thousand Dollars (\$500,000.00) per man and Five Hundred Thousand Dollars (\$500,000.00) 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 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 23 - Clothing Allowance

Employees covered by this Agreement shall be entitled to an annual uniform allowance of Two Hundred Seventy-Five Dollars (\$275.00) for each year during the term of this Agreement. Payment shall be made annually in a lump sum prior to April 15 of each year.

ARTICLE 24 - Shift Differential

Employees in shift positions shall be paid additionally

in the following manner:

- a. The interrogation of an employee shall take place at a location designated by the investigating officer. If practicable it will be at the Bergen County Police Headquarters.
- b. The employee shall be informed of the name, rank and command of the officer in charge of the investigations and those persons present during investigations.
- c. The employee shall be informed of the nature of the charge for which he is under investigation.
- d. If the employee is a suspect in a criminal matter he shall be read his rights under the appropriate court decision.
- e. There is no obligation on the County Police Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior officer about his duties or matters relevant to his fitness for police service, except in cases where the police officer's job is in jeopardy, or in cases of pending suspension where the employee under investigation has the right to consult with an attorney. The Chief, or the officer in charge in the absence of the Chief, may, in his discretion, afford an opportunity for an employee, if he so requests, to consult with counsel or a representative

a differential of Fifteen Cents (\$.15) per hour for shift 2 (afternoon and evening shift) and Twenty Cents (\$.20) per hour for shift 3 (night and morning).

ARTICLE 25 - Bulletin Board

1. The County will supply one (1) bulletin board for the use of the Local to be placed in a conspicuous location.

2. The bulletin board shall be for the use of the Local for the posting of notices and bulletins pertaining to Local business and activities or matters dealing with the welfare of employees.

3. No matter may be posted without receiving permission of the officially designated Local representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE 26 - Personnel Files

1. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

2. Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

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

4. All personnel history files will be carefully maintained and safeguarded permanently. Nothing placed in any file

shall be removed therefrom.

ARTICLE 27 - 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 28 - Changes, Supplements or Alterations

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

ARTICLE 29 - 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 \$150.00
- b. Bachelor's Degree \$250.00
- c. Master's Degree \$350.00
- d. Doctorate \$450.00

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

FOR THE COUNTY OF BERGEN

BERGEN COUNTY POLICE, PBA LOCAL 49

Jeremiah F. O'Connor
Freeholder Director

Arnold Christmas, President

ATTEST:

Loretta Weinberg
Loretta Weinberg
Clerk to the Board of
Freeholders

ANTHONY R. TROCCHIA

5/15/79

ATTEST: Richard D. Loccke

Richard D. Loccke
Attorney, PBA Local 49

APPENDIX "A"

1977 SALARIES

Patrolman

During First year \$ 9,300.00

During Second year \$11,623.00

During Third year \$13,946.00

After three (3) years \$16,269.00
(maximum)

Sergeant \$17,485.00

Lieutenant \$18,698.00

Captain \$19,912.00

Inspector \$20,619.00

APPENDIX "B"

BERGEN COUNTY MUNICIPALITIES

- | | |
|-----------------------|----------------------|
| 1. Allendale | 22. Ridgewood |
| 2. Mahwah | 23. Maywood |
| 3. Closter | 24. Fair Lawn |
| 4. Oakland | 25. River Edge |
| 5. Paramus | 26. Hackensack |
| 6. Waldwick | 27. Harrington Park |
| 7. Upper Saddle River | 28. Northvale |
| 8. Saddle River | 29. Old Tappan |
| 9. Hohokus | 30. Dumont |
| 10. Glen Rock | 31. Haworth |
| 11. Hillsdale | 32. Carlstadt |
| 12. Tenafly | 33. South Hackensack |
| 13. Westwood | 34. Bogota |
| 14. Montvale | 35. Saddle Brook |
| 15. River Vale | 36. East Rutherford |
| 16. Park Ridge | 37. Wood-Ridge |
| 17. Woodcliff Lake | 38. Lyndhurst |
| 18. Oradell | 39. Teterboro |
| 19. Franklin Lakes | 40. Elmwood Park |
| 20. Englewood Cliffs | 41. Palisades Park |
| 21. Fort Lee | 42. Cliffside Park |