

0272

STORAGE

and

Bergen County Police and Sheriff's Department

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 270,
BERGEN COUNTY SHERIFF'S DEPARTMENT

THIS DOES NOT
CIRCULATE

X JANUARY 1, 1983 through December 31, 1984

ARTICLE 1	- Recognition	1
ARTICLE 2	- Term of Agreement	1
ARTICLE 3	- Collective Negotiating Procedure	1
ARTICLE 4	- Preservation of Rights	2
ARTICLE 5	- Discrimination	3
ARTICLE 6	- Notification of Changes	3
ARTICLE 7	- Salary	3
ARTICLE 8	- Longevity	4
ARTICLE 9	- Health Benefits	5
ARTICLE 10	- Work Schedule, Overtime	6
ARTICLE 11	- <u>Pay During Absence</u>	8
	Unscheduled Absences	8
	Jury Duty	9
	Sick Leave	9
	Injury Leave	11
	Funeral Leave	13
	Terminal Leave	13
	Leave of Absence	14
	Maternity Leave	15
	Military Leave	16
ARTICLE 12	- Vacation	16
ARTICLE 13	- Personal Leave	17
ARTICLE 14	- Holidays	17
ARTICLE 15	- Grievance Procedures	18
ARTICLE 16	- Local Representatives and Members	20
ARTICLE 17	- Retention of Civil Rights	20
ARTICLE 18	- Agreements	20
ARTICLE 19	- Insurance and Welfare	20
ARTICLE 20	- Clothing Allowance	21
ARTICLE 21	- Shift Differential	21
ARTICLE 22	- Applicable Laws	21
ARTICLE 23	- Changes, Supplements or Alterations	22
ARTICLE 24	- Educational Incentive	22

LIBRARY
Institute of Management and
Labor Relations

OCT 23 1984

RUTGERS UNIVERSITY

ARTICLE 25 - Fair Share Payments	22
SCHEDULE A - 1983 Salaries	24
SCHEDULE B - 1984 Salaries	25
SIGNATURES OF AGREEMENT	26
ADDENDUM - SUPERIOR SALARIES (LIEUTENANTS)	27
SCHEDULE C - 1983 SALARIES	28
SCHEDULE D - 1984 SALARIES	29
SIGNATURES OF AGREEMENT	30

This Agreement is made this 18 day of June 1983, between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as the "County" and Policemen's Benevolent Association Local 270, Bergen County Sheriff's Department, hereinafter referred to as the "Local".

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 Local.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - Recognition

1. The County hereby recognizes the Local as the sole and exclusive representative of all employees covered under this Agreement in the titles of Investigator, Sheriff's Office; and Investigator Sergeant, Sheriff's Office.

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

ARTICLE 2 - Term of Agreement

This Agreement shall be in force from January 1, 1983 through December 31, 1984, and the status quo as of the latter date shall thereafter remain in full force and effect until a successor agreement is executed.

ARTICLE 3 - Collective Negotiating Procedure

1. Collective negotiations with respect to rates of hours of work and other conditions of employment and bargainab

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 experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1985 shall commence on or about September 10, 1984.

3. Negotiating sessions shall begin at 1:30 p.m. or such other time mutually agreed upon by the parties on the date 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 4 - 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 Federal and State laws, rules and regulations and the existing rights of the employees.

2. The County agrees that all benefits provided to the employees in the agreement between the County and PBA Local 134 (in which the employees were formerly members) covering the years 1974-1975 as well as those provided during the years 1976-1977

when no signed agreement between the said parties existed, and as provided in the agreement between the County and the Local covering the years 1978-1980 and 1981-1982 shall be maintained during the term of this Agreement except as herein changed, modified or altered by or deleted from the provisions of this 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 of membership or activity in either the PBA or group constituting said unit.

ARTICLE 6 - 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 7 - Salary

1. Effective January 1, 1983, each permanent employee presently in the unit in the title of Investigator, Sheriff's Office, with a minimum of one year's service, shall receive an increase in his annual base salary of \$1,700.00. The minimum salary for the year 1983 shall be \$10,500.00. The base salary for the year 1983 for each of the employees presently covered under this Agreement shall be set forth in Schedule A attached hereto.

2. Effective January 1, 1984, each permanent employee presently in the unit in the title of Investigator, Sheriff's Office, with a minimum of one year's service, shall receive an increase of \$1,600.00 in his then base salary. The minimum salary

for the year 1984 shall be \$12,600.00. The base salary for the year 1984 for each of the employees presently covered under the Agreement shall be as set forth in Schedule B attached hereto.

3. Employees in the title of Investigator, Sheriff's Office, who attain permanent status subsequent to the date of execution of this Agreement, shall move from minimum to maximum base salary in four (4) equal annual increments. It is understood that for the purposes of this paragraph, the term "maximum base salary" shall mean : \$23,802.00 in 1983 and \$25,402.00 in 1984.

4. Effective January 1, 1983, the base salary of employees in the title of Sheriff's Investigator, Sergeant, shall be \$1,500.00 above employees in the title of Sheriff's Investigator.

ARTICLE 3 - Longevity

1. Payments shall be made to employees with unbroken continuous, long-term service to the County as follows: 1983

(a) completing 72 months (6 years) - \$200.00

(b) completing 108 months (9 years) - \$400.00

(c) completing 144 months (12 years) - \$600.00

(d) completing 228 months (19 years) - \$800.00

2. Longevity payments for the years 1983 and 1984 shall be made to eligible employees in bi-weekly equal payments commencing the first pay period of 1983 and shall be included as part of the base salary. Payments made in advance to employees who resign or are discharged for cause during the year shall be deducted from final payments as to those employees.

ARTICLE 9 - 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 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 11, 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 25 years as set forth in the Act. If the laws of the State of New Jersey are amended to permit the Employer to pay premiums for employees who retire before serving a minimum of 25 years, then the parties will renegotiate this paragraph.

4. The County agrees to provide a complete medical examination, at its own cost and expense, to each member of the Loc who so chooses, once during each calendar year at Bergen Pines Hospital, or such other place as the County may designate. The nature and extent of such examination shall be within the discretion of

any of its members shall be made known to the County and appropriate department heads thereof, upon request.

5. The County shall continue to provide a Dental Benefits Insurance Program during the term of this Agreement sponsored by the Jersey Dental Service Plan, Inc., (DELTA), being program III-A, together with orthodontic coverage not to exceed \$800.00 per year per patient, subject to the Local maintaining the 75% enrollment requirements of the said insurance carrier, and to the following conditions:

(a) The County reserves the right to substitute another plan with coverage at least as great as provided by the Delta Plan.

(b) The premium shall be paid by the County for those employees who choose to join the program, it being understood and agreed that no employee shall be obliged to participate in the said program.

(c) The benefits to be provided and the rate schedule pertaining thereto shall be those as set forth in Schedule C-1 to C-10 attached to the current labor agreement between Local 1, N.J.E.L.U. and the County, as well as orthodontic coverage as set forth above.

6. The County will provide the employees with the same prescription drug plan as provided to the employees at the Bergen Pine County Hospital and the County will pay the entire premium therefore. The plan has a \$2.00 employee co-pay provision for each prescription and each prescription is limited to not more than a 30 day supply.

ARTICLE 10. - 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 Midnight on Saturday.

2. The work day shall be eight (8) hours and forty (40) hours per week for PBA Local 270. The Local's schedule shall be at the discretion of the Sheriff or his duly authorized designee.

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 to duty, he shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean any employee called to duty more than one (1) hour prior to the commencement of the assigned tour of duty or called back to duty after he has completed a regular tour of duty, provided that no 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 hours pay at time and one-half. If he is on duty for more than four hours, he shall be paid for a full day.

5. 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.

6. If the regularly scheduled day or tour of duty 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 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.

7. Compensatory time off shall not apply in the Sheriff's Department.

8. All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all personnel. An

alphabetical list containing all the names of provisional and permanent employees of the department shall be maintained by the department. Overtime shall first be offered to the first name appearing on the list 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.

It is further recognized that overtime may occur when the first eligible name is regularly assigned. In that event, overtime shall be offered to the next name.

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

Overtime shall be offered without favoritism. At the end of each three months of the year, two representatives of the PBA shall meet with the Sheriff or his representative and review the overtime of the permanent personnel.

ARTICLE 11 - 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 schedule 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 privilege. 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 County.

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 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:

1. One working day for each full month of service during the remaining months of the first calendar year of his employment and fifteen working days (1½ 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) Part time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full time employee. It is determined by the number of standard hours worked in each pay period.

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

(g) Sick leave is hereby defined to mean absence from 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 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 one medical certificate shall be

required for every six (6) month period as sufficient proof 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 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 Workmen's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or wilful misconduct on the part of the employee. If an employee, absent from work on account of an accident, wilfully 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 ninety (90) working days for each accident and separate injury. After all injury leave is used, the employee

may be granted additional injury leave only upon approval of Board of Chosen Freeholders. After all injury leave is used, employee may elect to use any sick leave, vacation or compens time due him at the time of the injury.

(d) Use of injury leave - Employees absent from due to an accident, illness or injury covered by Workmen's Compensation Insurance, who have completed three month's service, 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 Workmen's Compensation under the terms of the New Jersey Workmen'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 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, employee shall be eligible to utilize sick leave accruals, if 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 subsequent injury is a new and separate injury or an aggravated

of a former injury received while in the County Service.

(g) When an employee has suffered an injury while 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 weeks thereafter indicating the current status of the employee's health and the time of his anticipated return.

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

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

6. Terminal Leave

(a) An employee, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or an employee who

by the Public Employee's 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 60 then the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate:

1. 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 \$12,000.00. The employee shall have the option to receive the sick leave payment in a single installment at any time within one year from the date of termination.

2. Option 2 - One day of pay for each full year's service with the County of Bergen. The employee shall have the option to receive the terminal leave payment in a single installment at any time within one year from the date of termination. Also, in the event of the death of an employee the terminal leave benefit shall be paid to his estate in accordance with the option selected by the estate provided the employee has been employed by the County for seven consecutive years.

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 up to 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 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 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 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 the 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

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

ARTICLE 12 - Vacation .

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to 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 one and one-quarter (1 $\frac{1}{4}$) 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 $\frac{2}{3}$) days per month.

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

ARTICLE 13 - Personal Leave

1. Each employee shall be entitled to take one (1) 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 14 - 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
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Lincoln's Birthday	Christmas Day

2. If a holiday falls during an employee's vacation he shall be granted an additional day of vacation. If a holiday falls on a Sunday, it will be observed on the following Monday if a holiday falls on a Saturday, it will be observed on the preceding Friday.

3. Holidays falling within a period of paid absence 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 15 - 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 employees' morale.

2. A grievance is defined as any disagreement between the County and the Local involving the interpretation or application of regulations, violation of agreements and suspension.

3. All grievances shall be processed as follows:

(a) They shall be discussed by the employee(s) involved and the Local representatives with the immediate superior designated by the department head. The answer shall be made within three (3) days by such immediate superior, to the Local.

(b) If the grievances are not settled through Step 1, the same shall be reduced to writing by the Local and the employee(s) 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 employee(s) within five (5) days of their submission.

(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 which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the referenced policies directly affecting them (the Local) 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 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, provided the Local and representative 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 (30) days of the incident, or the employee's knowledge of such incident.

ARTICLE 16 - Local Representatives and Members

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

2. During negotiations, the duly authorized representatives of the Local, not to exceed three (3) shall be excused from normal duties at 1:30 p.m. on the days of the scheduled negotiations.

3. The president and an officer of his choice on duty shall be excused from duty for attendance at the regular monthly meeting of the Local.

ARTICLE 17 - Retention of Civil Rights

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

ARTICLE 18 - Agreements

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

ARTICLE 19 - 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 \$1,000,000.00 per man and \$1,000,000.00 per incident.

2. The County shall supply to employees all necessary

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 20 - Clothing

During the year 1983, all members of the Local shall be entitled to an annual clothing allowance of \$350.00. During the year 1984, all members of the Local shall be entitled to an annual clothing allowance of \$400.00. Payment of the said clothing allowances shall be made to all eligible employees in a single annual lump sum during each respective year following the first Board meeting in March of the said year.

ARTICLE 21 - Shift Differential

Employees in shift positions shall be paid additional a differential of \$.30 per hour for shift 2 (afternoon and evening shift) and \$.35 per hour for shift 3 (night and morning).

ARTICLE 22 - 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 23 - Changes, Supplements or Alterations

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

ARTICLE 24 - 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) Associate 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 following the first Board meeting in March, commencing with the calendar year of degree qualifications.

ARTICLE 25 - Fair Share Payments

(a) In accordance with c.477 of the Laws of 1979, effective July 1, 1980, the County agrees to commence withholding, from salaries of those employees who are covered by this Agreement the titles of Investigator, Sheriff's Office, and Investigator Sergeant, Sheriff's Office, and who have not executed authorizations permitting the County to withhold the full amount of union dues from their salaries, a representation fee equal to 85 percent of the uniform annual dues charged by the Local to its members. The County shall forward the amount so deducted to the Local in the same manner as it presently forwards the union dues of the

employees who are members of the Local. The Local represents to the County that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Local pursuant to c.477 of the Laws of 1979, and the County's obligation pursuant to this paragraph is contingent upon the Local's continued compliance therewith.

(b) The Local will defend, indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of any action taken by the County pursuant to the provisions of this Article.

(c) In the event that employees hired after the effective date of this Agreement or employees who become permanent in the job titles covered by this Agreement after the effective date hereof, do not within 30 days after such date of hire or after attaining such permanent status execute written authorizations for withholding of union dues to the Local, then the provisions of paragraph (a) above shall be and become effective.

SCHEDULE A

1983 SALARIES OF PRESENT EMPLOYEES

<u>Title</u>	<u>Annual Base Sal</u>
Investigator, Sheriff's Office	\$23,802.00
Investigator, Sergeant, Sheriff's Office	\$25,302.00

SCHEDULE 3

1984 SALARIES OF PRESENT EMPLOYEES

<u>Title</u>	<u>Annual Base Salary</u>
Investigator, Sheriff's Office	\$25,402.00
Investigator, Sergeant, Sheriff's Office	\$26,902.00

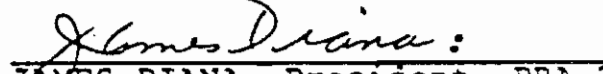
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

For the County:

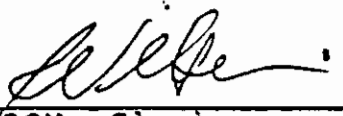
For the Local and Employees:



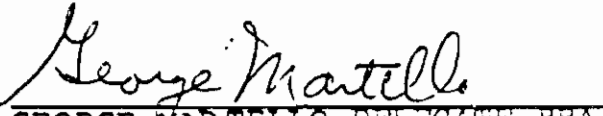
ROBERT PALLOTTA,
Freeholder Director



JAMES DIANA, President, PBA 2



RICHARD L. NELSON, Clerk
Board of Chosen Freeholders



GEORGE MARTELLO-DELEGATE PBA

ADDENDUM

SUPERIOR RANK SALARIES

(LIEUTENANTS)

SCHEDULE C

1983 SALARIES OF PRESENT EMPLOYEES

<u>Title</u>	<u>Annual Base Salar</u>
Investigator Lieutenant, Sheriff's Office	\$ 26,802.00

SCHEDULE D

1984 SALARIES OF PRESENT EMPLOYEES

<u>Title</u>	<u>Annual Base Salary</u>
Investigator Lieutenant, Sheriff's Office	\$ 28,502.00

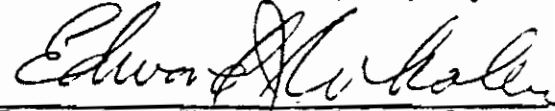
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

For the County:

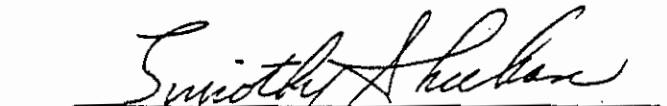


ROBERT PALLOTTA
Freeholder Director

For the Local and Employees


Inv. Lt. Edward J. Whalen
Superior Representative

RICHARD L. NELSON, Clerk
Board of Chosen Freeholders


Inv. Lt. Timothy Sheehan