

AGREEMENT

Between

THE COUNTY OF BERGEN

And

P.B.A LOCAL 203

BERGEN COUNTY DEPARTMENT OF WEIGHTS & MEASURES

JANUARY 1, 2004 through DECEMBER 31, 2007

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This Agreement made on this \_\_\_\_ day of \_\_\_\_\_ 2004, 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**

1. The Employer recognizes the P.B.A. 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, and Deputy County Superintendent of Weights and Measures.

### **ARTICLE II - TERM OF AGREEMENT**

This Agreement shall be in force from January 1, 2004 through December 31, 2007, 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, 2004, 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, 2008, shall commence pursuant to the rules of the Public Employment Relations Commission.

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

## **ARTICLE IV – PRESERVATION OF RIGHTS**

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 P.B.A.

## **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. Retroactive to January 01, 2004, there shall be a three and one-half (3.50%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of the date on which the Agreement is ratified.

B. On January 01, 2005, there shall be a three point sixty five (3.65%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2004.

C. On January 01, 2006, there shall be a three point seventy five (3.75%) percent across the board salary increase applied to all employees' base wages for those on the payroll as of December 31, 2005.

D. On January 01, 2007, there shall be a three point eighty five (3.85%) percent across the board base salary increase applied to all employees' base wages for those on the payroll as of December 31, 2006.

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

E. Anything to the contrary in Paragraphs A through D above, notwithstanding, no employee shall receive a salary increase before the first 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 1<sup>st</sup>. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive an increase in accordance with Paragraph A through D, as applicable.

F. The hire-in rate for Assistant County Superintendent, Weights & Measures shall be \$25,000/annum.

### ARTICLE VIII - LONGEVITY

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

	4/1/04 <u>Year 1</u>	1/1/05 <u>Year 2</u>	1/1/06 <u>Year 3</u>	1/1/07 <u>Year 4</u>
6 Years	\$250.00	\$250.00	\$300.00	\$300.00
9 Years	\$500.00	\$500.00	\$600.00	\$600.00
14 Years	\$900.00	\$900.00	\$1000.00	\$1000.00
17 Years	\$1100.00	\$1100.00	\$1250.00	\$1250.00
23 Years	\$1200.00	\$1300.00	\$1400.00	\$1500.00

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

### 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 after three (3) months of County employment. 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 an 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.

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

All employees hired on or after July 1, 1997 shall be responsible for an increase in the deductible (\$200.00-individual; \$400.00-family). Effective January 1, 2004, all employees hired prior to July 1, 1997 shall have their deductible increased to \$150.00 for individual; \$300.00 for all others. Effective January 1, 2005, all unit employees shall have the following deductibles: \$200.00 individual; \$400.00 all others.

Employees covered under this Agreement shall be entitled to coverage by either the New Jersey Dental Service Plan, Inc. (The Delta Dental Plan), Group No. 316701-2, as exists in the current contract of Local 1, New Jersey Employees Union, 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, 2005, shall be \$1,100.00; as of January 1, 2007, the annual maximum shall be \$1,300.00.

**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.

**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 Local 1 and shall be subject to the following:

1. 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).

2. The insurance company 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 three (3) months after an employee's hire date.

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

5. Full premium to be paid by the County.

6. This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective upon three (3) months after an employee's hire date.

**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. Dependand will be defined pursuant to the County's medical insurance plan.
  - b. Each employee/spouse/dependand will be, collectively, entitled to reimbursement for cost of eyeglasses or eye examinations or both up to \$200 per year, which can be combined for use over two (2) years (2004/2005) to a maximum of \$400 over that period. There shall be no commingling or combining of amounts.
  - c. Each employee/spouse/dependand will be, collectively, entitled to reimbursement for costs of eyeglasses or eye examinations or both up to \$225 per year, which can be combined for use over two (2) years (2006/2007) to a maximum of \$450 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 P.B.A. Local 203. The Local's schedules shall be at the discretion of the respective Department Heads.
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 shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean any employee called to duty more than one (1) hour prior to commencement of the assigned tour of duty or called back to duty after he has completed a regular tour of duty, provided that the employee is called back after he has left his assignment.
4. If any employee is called to duty on his day off, he shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2). If he is on duty for more than four (4) hours, he shall be paid for a full day.
5. Employees shall be paid for Court appearances on off duty hours or on regular days off in accordance with the above paragraphs, whichever may apply.
6. Employees represented by P.B.A. 203 shall be entitled to take compensatory time off (CTO) in lieu of cash payments for overtime hours worked beyond thirty-two and one-half hours (32 ½) hours per week if the following conditions are fulfilled:



2. a. As of April 1, 2004, spouse and dependant(s) will be added to this coverage. Dependand will be defined pursuant to the County's medical insurance plan.
  - b. Each employee/spouse/dependand will be, collectively, entitled to reimbursement for cost of eyeglasses or eye examinations or both up to \$200 per year, which can be combined for use over two (2) years (2004/2005) to a maximum of \$400 over that period. There shall be no commingling or combining of amounts.
  - c. Each employee/spouse/dependand will be, collectively, entitled to reimbursement for costs of eyeglasses or eye examinations or both up to \$225 per year, which can be combined for use over two (2) years (2006/2007) to a maximum of \$450 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.
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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 shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean any employee called to duty more than one (1) hour prior to commencement of the assigned tour of duty or called back to duty after he has completed a regular tour of duty, provided that the employee is called back after he has left his assignment.
4. If any employee is called to duty on his day off, he shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2). If he is on duty for more than four (4) hours, he shall be paid for a full day.
5. Employees shall be paid for Court appearances on off duty hours or on regular days off in accordance with the above paragraphs, whichever may apply.
6. Employees represented by P.B.A. 203 shall be entitled to take compensatory time off (CTO) in lieu of cash payments for overtime hours worked beyond thirty-two and one-half hours (32 ½) 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 1/2), 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 straight time until forty (40) hours and at time and one-half (1 ½) after forty (40) hours.

## ARTICLE XI – PAY DURING ABSENCE

1. **Unscheduled Absences** – If, for any reason, an employee is unable to report for duty, he must notify his Department Head as soon as possible, and before his scheduled starting time.
2. **Jury Duty** – A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against 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 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. 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 has any question in his 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 earned sick leave for one (1) year, the amount not taken accumulates to his credit from year to year during his employment.
  - 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 calendar year of his employment and fifteen (15) working days (1 ¼ per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month he does not earn sick leave for that month.

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

e. Summer, seasonal or per diem workers are not eligible for sick leave.

f. 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.

g. 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 31<sup>st</sup> 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 15<sup>th</sup> 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 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 duties and which is covered by Worker's Compensation Insurance.

b. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is 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 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 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 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 suffer an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

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

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

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.

**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 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.

#### **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 County duties. If an employee fails to return within five (5) working days after the expiration of the leave of excused absence, he may be considered to have resigned and, 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. **Maternity Leave** – Upon request, a female employee with permanent status may use her accumulated sick leave for maternity purposes.
    - a. An employee requesting maternity leave should report her pregnancy not later than the end of the fourth (4<sup>th</sup>) month. If there are any personal questions pertaining to maternity leave, the employee can ask her Department Head to schedule an appointment with the registered nurse in the Medical Clinic.
    - b. An employee while on paid maternity leave is considered to be an active employee and as such will continue to accrue sick leave, vacation, holiday pay and other benefits paid for the County.
  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 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 (12<sup>th</sup>) month, provided the initial date of hire commences on or before the fourth (4<sup>th</sup>) 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 ¼) days per month. From the beginning of the sixth (6<sup>th</sup>) 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 one (1) day of personal leave with pay during each year of this Agreement. The Department Head must be notified of the personal leave request, and prior approval of the Department Head must be obtained. Effective January 1, 2005, each employee shall be entitled to an additional one (1) day of personal leave for a total of two (2).

Effective January 1, 2006, each employee shall be entitled to an additional one (1) day of personal leave for a total of three (3).

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.

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

#### ARTICLE XIV – HOLIDAYS

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

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

2. If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation.

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.

## 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. All grievances shall be processed as follows:

**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 three (3) 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, then the Local and/or employees 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. Grievances must be initially filed within thirty (30) calendar days of the incident, or the employee's knowledge of such incident.

8. No grievance may be filed by an employee or the Union on his/her behalf who 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 P.B.A. 203, shall be excused from normal duties on the days of 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 Local. The President or state delegate shall be granted reasonable time off to attend to necessary P.B.A. provided business that he requests permission in advance from his superior officer, which permission shall not be unreasonably withheld.

#### **ARTICLE XVII – RETENTION OF CIVIL RIGHTS**

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

#### **ARTICLE XVIII – AGREEMENTS**

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

#### **ARTICLE XIX – INSURANCE AND WELFARE**

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

Employees represented by P.B.A. Local 203 shall be entitled to an annual uniform allowance of six hundred fifty (\$650.00) dollars for the years 2004 through 2007, payment to be made annually in a lump sum separate check after March 1<sup>st</sup> of each year of the Contract.

#### **ARTICLE XXI – 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 XXII – CHANGES, SUPPLEMENTS – OR ALTERATIONS**

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

#### **ARTICLE XXIII – 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:

(1) effective January 1, 2004 – reimbursement shall not exceed four hundred fifty (\$450.00) dollars (\$75 per credit)

(2) effective January 1, 2005 – reimbursement shall not exceed six hundred fifty (\$650.00) dollars (\$100 per credit)

(3) 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 XXIV – 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 P.B.A. 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 P.B.A. The P.B.A. 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 P.B.A. and the employer.

2. The P.B.A. 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 P.B.A. under this article.

#### **ARTICLE XXV – 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 actions is to be placed in his confidential file, a copy shall be made available to him and he shall be given a copy of the complaint if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be deleted. However, if any disciplinary action is taken based on any 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 XXVI – 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 XXVII – 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.

#### **ARTICLE XVIII – 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 Dollars (\$100.00). It is further agreed that the only jewelry that shall be covered under this Article shall include earrings and wedding or engagement rings. An employee must report said loss or damage to his superior officer no later than the beginning of the next full shift in order to be entitled to reimbursement; however, if the employee is disabled, injured, incapacitated, delayed or detained, then and in such event, he shall make said report of loss or damage as soon as possible under the circumstances.

#### **ARTICLE XXIX – 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 XXX – 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:

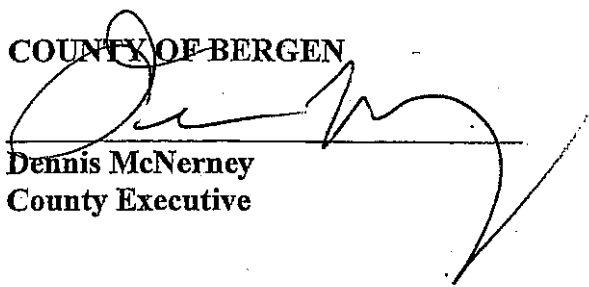
1. The dollars increase attached to the promotion, increase by the percentage (%) raise per year received between the promotion and the demotion, which shall be the amount of base salary to be reduced, OR,

2. Six (6%) percent decrease in base salary, whichever is lesser.

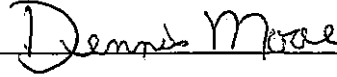
D. In the event that the County becomes eligible to join the New Jersey Manufacturers Association, the County shall do so at the earliest practical time subsequently to eligibility.


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

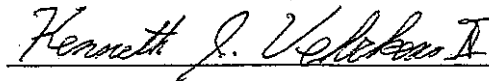
COUNTY OF BERGEN

  
Dennis McNerney  
County Executive

PBA LOCAL 203

  
Dennis Moore

  
Timothy Dacey, County Administrator

  
Kenneth J. Velasco II

  
Ralph W. Kornfeld, Director of Personnel