

COLLECTIVE BARGAINING AGREEMENT

Between

THE COUNTY OF BERGEN,

THE BERGEN COUNTY SHERIFF

and

THE POLICEMAN'S BENEVOLENT ASSOCIATION,
P.B.A. LOCAL 270

January 1, 1988
through
December 31, 1990

Prepared by:

Michael B. Ryan, Esq.
39 Tallman Place
Englewood, New Jersey 07631

THIS AGREEMENT made this _____ day of _____, 1988
between THE BERGEN COUNTY SHERIFF, a constitutional officer of
the State of New Jersey with its principal place of business
located at Court Street, Hackensack, Bergen County, New Jersey
07601, hereinafter referred to as the "Sheriff" or the "Employer",
THE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL 270, an ~~incorporated~~ incorporated
association, hereinafter referred to as the "P.B.A.", and
THE COUNTY OF BERGEN, a body politic of the State of New Jersey
with its principal place of business located at 21 Main Street,
Court Plaza South, Hackensack, New Jersey 07601, hereinafter
referred to as "The County";

WHEREAS, The County is the governing body which has the
responsibility to fund the Bergen County Sheriff; and

WHEREAS, the Bergen County Sheriff is an "Employer" as
defined by the New Jersey Employer-Employee Relations Act, Laws
of 1968, Chapter 303 as amended, hereinafter referred to as the
"Act"; and

WHEREAS, the P.B.A. Local 270 has previously been recognized
by the County and by the Sheriff as the representative of all
employees in a bargaining unit consisting solely and exclusively
of the titles: Investigator, Sheriff's Officer and Investigator
Sergeant, Sheriff's Office Investigator Lieutenant, Sheriff's
Office ^{INV. CAPT. SHERIFF'S OFFICE} and said bargaining unit expressly excludes all clerical,
blue collar, professional and confidential employees, supervisors
and managerial executives as defined by the Act and as interpreted
and defined by the New Jersey Public Employees Relations Commission
and by Courts of competent jurisdiction; and

WHEREAS, the New Jersey Public Employees Relations Commission
has determined that the bargaining unit recognized by The County
and the Sheriff and represented by P.B.A. 270 is an appropriate
bargaining unit; and

WHEREAS, the Sheriff and the P.B.A. have bargained collectively
for the purpose of entering into an Agreement concerning

salaries, hours of work and other negotiable terms and conditions of employment as defined by the Act.

NOW, THEREFORE, in consideration of the promises, covenants, conditions and undertakings contained in this Agreement, the parties agree as follows:

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the P.B.A. as the exclusive representative of all employees in the bargaining unit.

1.2 The term "employee" is defined to include singular and plural and male and female, as may be required for the reasonable interpretation of this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this Agreement shall be from January 1, 1988 through December 31, 1990, and it shall remain in full force and effect until a successor Agreement is executed.

2.2 All economic provisions shall be retroactive to January 1, 1988, unless otherwise provided.

ARTICLE 3 - COLLECTIVE BARGAINING PROCEDURE

3.1 Collective bargaining on rates of pay, hours of work and other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties.

3.2 Collective bargaining sessions for a successor agreement shall commence on September 10, 1990 and thereafter shall be on dates and at times mutually agreed upon.

3.3 P.B.A. representatives not exceeding 3 who are working during scheduled collective bargaining sessions shall be permitted to attend sessions without loss of pay. No other payment will be made by the Employer to P.B.A. representatives for their attending the collective bargaining sessions.

ARTICLE 4 - PRESERVATION OF RIGHTS

4.1 Nothing in this Agreement shall abrogate the existing inherent management rights of the Employer as set forth in the statutes of the State of New Jersey as interpreted by a Court of competent jurisdiction.

4.2 This Agreement is subject to all applicable laws of the State of New Jersey and of The United States of America and rules and regulations adopted pursuant thereto and is subject to the existing rights of employees.

4.3 All benefits provided to the employees in the Agreements between the County of Bergen and P.B.A. Local 134 in the years 1974-1975, as well as benefits uniformly provided during the years 1976-1977, when there was no signed agreement between the parties, and those provided in the Agreement between the County of Bergen and P.B.A. Local 270 covering the years 1978-1980, 1981-1982, 1983-1984 and 1985-1986 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

5.1 This Agreement is subject to all applicable State and Federal Laws prohibiting discrimination.

5.2 There shall be no discrimination, interference or coercion by the Employer or its agents against the employees in the bargaining unit because of membership or non-membership in the P.B.A. or activity or non-activity on behalf of the P.B.A.

ARTICLE 6 - NOTIFICATION OF CHANGE

6.1 Proposed new rules or modifications of existing rules governing negotiable terms and conditions of employment shall be negotiated with the P.B.A. prior to the implementation thereof.

ARTICLE 7 - SALARY

7.1 Base salaries for the term of this Agreement for each of the titles covered under this Agreement shall be as set forth in Schedule "A" attached hereto.

7.2 (a) Effective January 1, 1988, those employees in the bargaining unit who have completed 20 or more years of continuous employment as a law enforcement officer by either the Employer or by the predecessor, the Bergen County Board of Chosen Freeholders, shall be deemed "Senior Officers".

(b) Those employees who complete 20 years of such continuous employment on or after January 1, 1988 shall be deemed Senior Officers effective on the first day of payroll period next succeeding the completion of such employment.

(c) Effective January 1, 1988, such officers shall be paid in addition to the base salary rate for their rank, one-half the difference between such base salary rate and the base salary rate for the next higher rank with the bargaining unit.

(d) At the direction of the Employer, Senior Officers shall perform the duties of the next higher rank and shall be paid as provided in Paragraph 2.

AC 7.3 An "on call" weekly schedule shall be prepared by the Investigation Division. ~~Each Investigator Lieutenant or~~ ^{*ALL*} Investigator employees who are scheduled to be "on call" for a period of 7 consecutive days, shall be paid an additional \$100.00 for such period. This benefit shall be effective January 1, 1988.

7.4 If employees who are "on call" are called to work, then Paragraph 7.3 shall not apply, and the employees shall be paid as provided by Article 10 of this Agreement.

ARTICLE 8 - LONGEVITY

8.1 Employees with unbroken, continuous employment with the Employer or the predecessor Employer, the County, shall be paid longevity pay as follows:

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

8.2 Longevity pay shall be paid periodically with the base salary.

ARTICLE 9 - HEALTH BENEFITS

9.1 The Employer shall provide full-time employees and dependents as defined by the New Jersey State Health Benefits Plan with enrollment in the New Jersey State Health Benefits Plan. If the present insurance carrier for the aforesaid plan refuses to carry out or continue said insurance coverage, then the Employer shall immediately apply to a new insurance company for the insurance coverage which is equal to the coverage which is now provided. It is intended that there shall be no interruption of insurance coverage. If there is any insurance interruption on coverage, then the Employer shall pay all medical bill incurred, as would have been paid had the coverage remained in effect.

9.2 (a) In accordance with the provisions of Chapter II, Public Laws of 1973, premiums for benefits in the New Jersey State Health Benefits Plan shall be apid by the Employer for those employees in the unit who retire, providing that they have served a minimum of 25 years as set forth in the Act.

(b) If the Employer changes the hospitalization carrier, then all benefits presently covered under the State Health Benefits Program, including paid hospitalization for eligible retired employees, shall continue, and any additional benefits shall be incorporated into the new plan.

(c) 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 re-negotiate this paragraph upon enactment of new laws.

9.3 Employees covered under this Agreement shall be entitled to coverage under either the New Jersey Dental Service Plan, Inc. (The Delta Dental Plan), Group No. 316701-2, as exists in the current contract of Local One, New Jersey Employees Union, or coverage by a successor plan with equal benefits. The Employer will pay the entire premium effective no later than January 1, 1989.

9.4 Disability Plan: The Employer shall provide to covered employees who enroll, disability benefits insurance coverage during the term of this Agreement sponsored by John Hancock Insurance Company, or a company agreeable to both parties, subject to the following conditions:

(a) Employees shall contribute the sum of \$3.40 toward the premium of the plan. Any premium in excess thereof shall be paid by the Employer. Employees who choose to join the Program shall make payment through payroll deductions. No employee shall be obliged to participate in the said program.

(b) The benefits shall include benefits of 70% of the employees weekly wage to a maximum of \$150.00 per week, a waiting period of 30 days, with a maximum of 52 weeks in payments which shall include disability due to pregnancy.

(c) Employees who are eligible for disability payments and who have accrued sick leave shall receive the disability payments plus such sick leave pay as is necessary to equal their regular bi-weekly base salary.

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

(a) The first \$2.00 cost of the prescription shall be

paid by the employee and the remainder of the cost shall be paid by the insurance company or the Employer.

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

(c) Full premium to be paid by the Employer.

9.6 Eyeglass and Vision Plan: Employees shall receive a refund of up to \$150.00 per year towards the cost of an eye examination and/or purchase of eyeglasses upon presentation of a duly authorized receipt to the Employer. This benefit shall be effective January 1, 1988.

9.7 Reopener: If any health benefits, including but not limited to a new provision, benefit or improvement in an existing plan is received by any other employees of the Sheriff or the County who are represented by a majority representative, excepting those County employees employed at the County Hospital, then in such event, the P.B.A. shall have the right to commence immediate negotiations towards the inclusion of said health benefits into this Agreement.

ARTICLE 10 - WORK SCHEDULE, OVERTIME

10.1 The regular work week shall start at 00 hours on Sunday and end at 2400 hours on the next succeeding Saturday.

10.2 Employees shall work 8 hours per day, 5 days per week and 40 hours per week. The time at which work starts and ends shall be at the discretion of the Employer.

10.3 Employees who are called back to work shall be paid at a rate of time and one-half base salary for call back hours worked, provided, however, if the employees are called back to work, they shall be paid for a minimum of 4 hours or the actual hours worked, whichever is greater. "Call back" shall mean called to work more than one hour prior to commencement of a regularly assigned shift, provided the call back occurs after the employee has left the assigned workplace.

10.4 Employees called back to work on a scheduled day off shall be paid a minimum of 4 hours pay at time and one-half base salary. If such employees then work for more than 4 hours, they shall be paid for 8 hours of work at time and one-half.

10.5 Employees shall be paid for Court appearances on off work hours or on regular scheduled days off in accordance with the applicable aforesaid paragraphs, whichever may apply.

10.6 If the regularly scheduled work day or shift on a work day is changed by the Employer within 72 hours prior to the start of the scheduled work day or tour, then the employee shall be paid for the new hours assigned to work at time and one-half.

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

(a) The CTO is taken as scheduled by the Employer and is taken within the 6 payroll periods immediately following the period in which the overtime hours were worked. If the overtime hours would have been paid at time and one-half, then the CTO hours shall be taken at time and one-half. No more than 80 CTO hours may be accumulated.

10.8 All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all employees. An alphabetical seniority list containing all the names of provisional and permanent employees shall be maintained and posted.

10.9 Seniority of employees shall be measured from the date of permanent hire by the Employer or of predecessor Employer, the Bergen County Board of Chosen Freeholders, or in the case of Sergeants and Lieutenants, ^{AND CAPTAINS} the date of permanent promotion.

10.10 It is recognized that some employees may not desire overtime and they may request in writing, that their names be omitted from said list. This request may be granted by the Employer, but employees may not decline to work overtime in an

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emergency or when directly ordered to continue to work.

10.11 Overtime shall first be offered to the first employee appearing on the seniority list. Thereafter, overtime shall be offered to the next employee on the list.

10.12 If overtime work is available, and if the first eligible employee declines to work the overtime, then the overtime shall be offered to the next eligible employee appearing on the list; however, the first employee shall not lose the top position due to declining the overtime work.

10.13 Overtime shall be offered without favoritism. At the end of each 3 months of the year, 2 P.B.A. 270 representatives shall review the overtime of permanent personnel.

ARTICLE 11 - PAY DURING ABSENCE

11.1 **Unscheduled Absences:** If, for any reason, employees are unable to report for work, then notice must be given to the Employer as soon as possible, and before the start of scheduled hours of work.

11.2 **Jury Duty:** Leaves of absences shall be granted to employees called for jury duty. Such leave shall not be charged against vacation or sick leave. Employees shall be paid the full pay which they usually receive for the time served on the jury. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

11.3 **Sick Leave:**

(a) Employees unable to report for work for any reason must notify the Employer of such condition according to the procedure established by the Employer. Failure to give notification without just cause may result in disapproval of the request for sick leave or be considered as an unscheduled absence.

(b) The cause of such absence must be reported daily, unless the notice reasonably covers several days. In any sick leave of 5 days or more, a doctor's certificate must be submitted.

The Employer retains the right in sick leave cases under 5 days to either conduct an inquiry into the sick leave request or to require examination by a doctor of his choice if he has any question as to the employee's condition.

(c) Sick leave must be earned before it can be used. Should employees use none or only a portion of earned sick leave in any one year, then the amount of leave not taken shall accumulate from year-to-year during employment.

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

One Working day for each month of service during the remaining months of the first calendar year of employment and 15 working days (1 1/4 per month) for each calendar year thereafter. If an employee begins work after the fourth day of the month, sick leave is not earned for that month.

(e) Sick leave is hereby defined to mean absence from work 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. A certificate of a reputable attending doctor shall be required as sufficient proof of need for an employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature which causes periodic or repeated absence from duty for one day or less, only one medical certificate is required for every 6 month period as sufficient proof of need for such leave, 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 sick leave due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

(f) Employees who do not use any sick days during January, February, March or any succeeding quarter of the year shall receive one extra day of vacation leave ^{OR EXTRA DAYS PAID} for each such quarter up to a maximum of 4 extra ~~vacation~~ days. ~~AT THE DISCRETION OF~~
~~THE EMPLOYEE.~~

11.4 Injury Leave:

(a) Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by accident, illness or injury which occurred while working and which is covered by Worker's Compensation Insurance.

(b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of employees. Employees absent from work due to an accident who willfully fail to fulfill all of the conditions necessary to receive compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

(c) Payments shall be made for a period not in excess of 135 days for each new and separate injury. After all injury leave is used, the employees may elect to use any sick leave, vacation or compensatory time accrued as of the time of the injury.

(d) Use of Injury Leave: Employees absent from work due to an accident, illness or injury covered by Worker's Compensation Insurance, who have completed 3 months employment shall be compensated by the Employer at their regular base salaries plus applicable longevity pay. Eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.

(e) Contested Injuries: If the Employer is contesting that the injury occurred on the job, then charges may be made against accrued sick leave, if any. If the Division of Worker's Compensation determines in favor of the employee, then sick leave so charged shall be recredited. If eligibility for payment is denied by the State, employees shall be eligible to use the accrued sick leave, if any, retroactive to the date of the injury and to use accrued vacation leave.

(f) Medical Proofs: In order to limit the obligation of the Employer for each new and separate injury, the Employer may require employees to furnish medical proof or submit to a medical examination by a doctor of the Employer's choice, 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 Employer's employ.

(g) Employees who have suffered an injury while working and are absent for 5 days or more shall submit a written certification from a doctor setting forth the nature of the injury, the prognosis and the probable date for return to work.

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

(2) In the absence of such certification, the employee shall not receive injury leave.

11.5 Funeral Leave: Employees shall be entitled to 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. Funeral leave shall not be charged against the employee's sick leave.

11.6 Terminal Leave: Employees who retire either by retirement, accidental disability retirement or deferred retirement and employees who terminate work after reaching age 60 and who are not entitled to a retirement through the Public Employees Retirement System, shall receive terminal leave in accordance with Option 1 or Option 2, at the employee's election. In addition, in the event of the death of employees whose pension rights have vested or who are eligible for early retirement or who have

reached the age of 60, the estate of such employees shall receive the terminal leave lump sum payment according to the option selected by the estate:

Option 1: One-half of the employee's earned and unused accumulated sick leave multiplied by the daily rate of pay based upon the average annual base pay received during the last year of employment, prior to the effective date of his retirement, provided, however, that no such lump sum payment shall exceed Eighteen thousand and 00/100 (\$18,000.00) Dollars, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

Option 2: Two days of pay for each full year's employment with the Employer or its predecessor, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

In the event of the death of an active employee with seven (7) years of service, terminal leave shall be paid to his estate in accordance with the option selected.

11.7 (a) Leave of Absence: Upon application and at the discretion of the Employer, a permanent employee may be granted personal leave of absence without pay or accrual of benefits credit for a period not to exceed 6 months. In exceptional circumstances and at the discretion of the Employer, such leave may be extended for an additional 6 months.

- (1) Ordinarily, a personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with another employer.
- (2) Personal leaves of absence, when granted, will be with the understanding that employees intend to return to work. Employees who fail to return within 5 working days after the expiration of leave of excused absence, may be considered to have resigned not in good standing.
- (3) Employees on leave without pay for more than 2 weeks in any month, will not receive paid health benefits, holiday pay, nor will they accrue sick leave and vacation time in such month.

(b) Maternity Leave: Upon application, permanent female employees may use accumulated sick leave for maternity leave.

(1) Female employees requesting their maternity leave, should report their 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 Employer to schedule an appointment with the registered nurse in the County Medical Clinic.

(2) Employees while on paid maternity leave will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the Employer for the duration of the paid leave.

(c) Military Service Leave: Leave for military service or training pursuant to Federal or State statutes shall be granted.

ARTICLE 12 - VACATION

12.1 Vacation leave shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Employer. Seniority shall be measured from the date of permanent appointment to a title within the bargaining unit.

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

(a) Employees shall earn one day for each full month of employment during the first year of employment for the first 11 months and 4 days in the twelfth month. If date of hire commences on or before the fourth calendar day of the month, then the employee shall be deemed to have been employed for a full month.

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

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

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

ARTICLE 13 - ~~VACATION~~ ^{PERSONAL} LEAVE

13.1 Employees shall be entitled to take one day of personal leave with pay during each year of this Agreement. The Employer shall be notified of the personal leave request in writing. Prior approval of the Employer must be obtained before such leave may be taken.

ARTICLE 14 - HOLIDAYS

14.1 The Employer observes the following holidays:

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

14.2 If any additional full-day holiday is granted by the County of Bergen to its employees, then the employees herein shall be granted such holiday.

14.3 Except as provided hereinafter, employees shall be paid for but shall not work on the aforesaid holidays.

14.4 Employees assigned to work continuous shifts may be scheduled to work holidays.

14.5 If a holiday occurs during an employee's vacation leave, then employees shall be granted an additional day of vacation.

14.6 If a holiday occurs on a Sunday, then it will be observed on the following Monday. If the holiday occurs on a Saturday, then it will be observed on the preceding Friday.

14.7 If holidays occur during a period of paid absence, then the employees shall be paid for such holidays. If holidays occur

during a period of unpaid absence, then employees shall not be paid.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 The purpose of the grievance procedure is to settle all grievances between the Employer and the P.B.A. as quickly as possible and to insure efficiency and promote the morale of the employees.

15.2 A grievance is defined as any disagreement between the Employer and the P.B.A. involving the interpretation or application of the Agreement or of an Employer's regulation or a violation of this Agreement or a suspension.

15.3 All grievances shall be processed as follows:

STEP 1: They shall be discussed orally by the employees involved and the Local representative and the immediate superior officer as designated by the Employer. An answer shall be given within 3 days to the P.B.A.

STEP 2: If grievances are not settled through Step 1, the same shall be reduced to writing by the P.B.A. and the employees and submitted to the Employer or any other person designated by him, and answers to such grievances shall be made in writing, with a copy to the P.B.A. or employee(s) within 5 days of submission.

15.4 If the grievances are not settled by Steps 1 or 2, then the P.B.A., within 14 days of a written decision of Step 2, shall have the right to submit the grievance to arbitration. The arbitrator shall be appointed from a panel appointed by the New Jersey Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision of the arbitrator shall be final and binding on both parties. The

cost of the arbitrator and expenses shall be borne equally by the Employer and the P.B.A.

15.5 Nothing herein shall prevent any employee from processing his own grievance, but not arbitration, providing, however, the P.B.A. representatives have the right to be present and to be heard.

15.6 Suspensions of more than 5 days or a dismissal may not be arbitrated, but may be appealed through Civil Service proceedings.

15.7 Grievances must be initially filed within 30 days of the incident or the employee's knowledge of such incident.

ARTICLE 16 - LOCAL REPRESENTATIVES AND MEMBERS

16.1 Authorized representatives appointed by the P.B.A., not to exceed 3, shall be authorized to discuss with the Employer any questions concerning the terms of this Agreement.

16.2 The President of the P.B.A. and an employee chosen by the President who is scheduled to be working shall be excused from work for attendance at the regular monthly meeting of the P.B.A.

16.3 On the days of scheduled contract negotiations, the P.B.A. shall have the right for up to 3 representatives who are on duty to be excused from work at 1:30 p.m.

ARTICLE 17 - RETENTION OF CIVIL RIGHTS

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

ARTICLE 18 - AGREEMENTS

18.1 The Employer agrees not to enter into collective negotiating agreements with any person except the P.B.A. with regard to any employees within the bargaining unit.

ARTICLE 19 - INSURANCE AND WELFARE

19.1 The employees shall continue to receive liability coverage of the type now in force and effect, including insurance against false arrest, \$1,000,000.00 per employee, and \$1,000,000.00 per incident.

19.2 The employees shall continue to have all necessary legal assistance in the defense of civil claims by third parties for personal injury, death or property damage arising out of and in the course of employment.

19.3 The employees shall continue to have all judgments entered against said employees as a result of said claims paid and satisfied provided, however, that the Employer's insurance carrier shall have exclusive control over the defense of the suit. In addition, the Employer shall provide legal counsel at its cost, as may be required by State statute.

ARTICLE 20 - CLOTHING ALLOWANCE

20.1 Employees shall be entitled to an annual uniform allowance of \$550.00 during the year of 1987, and \$595.00 during the years of 1988, 1989 and 1990. Payment shall be made in a lump sum in March of each year.

ARTICLE 21 - SHIFT DIFFERENTIAL

21.1 All employees who are assigned to work the afternoon/evening shift or the night/morning shift shall be paid in addition to their base salary, a differential of \$.40 per hour for shift two defined as "afternoon and evening shift" and \$.45 per hour for shift three defined as "night and morning shift."

ARTICLE 22 - APPLICABLE LAWS

22.1 The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing

applicable provisions of State and Local Law.

ARTICLE 23 - CHANGES, SUPPLEMENTS OR ALTERATIONS

23.1 Provisions of this Agreement may be changed only upon written agreement signed by all parties.

ARTICLE 24 - EDUCATIONAL INCENTIVE

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

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

Said amounts shall be paid annually in a lump sum in the month of March commencing in the calendar year of receipt of the degree.

24.2 Tuition Reimbursement: The Employer shall reimburse employees 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 the prior approval of the Employer, which approval shall not be unreasonably withheld;

(b) The course, or its equivalent, is not offered by the County of Bergen at no cost to the employee;

(c) The cost to the Employer shall not exceed \$35.00 per credit;

(d) Employees shall be entitled to reimbursement for not more than 6 credits per year;

(e) Employees who have successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE 25 - AGENCY JOB PROVISION

25.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the P.B.A. within 30 days thereafter and any new permanent employee who does not so join within 30 days of the initial date of hire to a title within the bargaining unit who does not join the P.B.A. within 10 days of the re-entry into the bargaining 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 equal to 85% 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 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 that no modification is made in this provision by a successor Agreement between the P.B.A. and the Employer.

25.2 The P.B.A. agrees that it will indemnify and save the Employer harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorney's fees, in any matter resulting from action by the Employer at the request of the P.B.A. under this Article.

ARTICLE 26 - ANNUAL PHYSICAL EXAMINATION

26.1 The Employer shall provide employees, who so choose, an annual medical examination at no cost to the employees. The examination shall include but not be limited to: a stool test, protoscope, prostate and hearing examinations.

26.2 The examination shall be scheduled by the Employer at the Bergen Pines County Hospital.

ARTICLE 27 - WEAPONS AND LEATHER GEAR

27.1 Employees required to have a weapon shall have same furnished by the Employer at no cost to the employees.

27.2 Employees required by law to qualify in order to carry a firearm shall be afforded the opportunity to do so while working. Ammunition and targets shall be provided by the Employer for the initial qualification and for a second qualification in the event that employees fail to qualify on the initial qualification.

ARTICLE 28 - LOSS OR DAMAGE TO PERSONAL ITEMS

28.1 Employees shall be reimbursed for any loss or damage resulting to their 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 \$50.00 in 1987 and shall not exceed the sum of \$100.00 thereafter; however, the only jewelry that is covered under this Article is earrings, wedding or engagements rings. Employees must report said loss or damage to their Superior Officer no later than the beginning of the next full shift in order to be entitled to reimbursement. However, if employees are disabled, injured, incapacitated, delayed or detained, then they shall make said report as soon as possible after the circumstances.

ARTICLE 29 - SAFETY AND PERSONAL WELL-BEING

29.1 A committee comprised of 2 P.B.A. members, designees of the employee and a medical doctor designated by the Employer shall be formed to discuss any unusual medical problems, including but not limited to AIDS, infectious diseases and the like.

29.2 Upon notice from any one of the foregoing members of the committee, the Employer shall convene the committee within 24

hours of said notice to discuss any matter of concern within the context of this Article.

ARTICLE 30 - ADDITIONAL ADMINISTRATIVE DUTIES

30.1 If the Employer assigns additional administrative duties to one or more persons with the title: Investigator Sergeant Sheriff's Office or Investigator Lieutenant Sheriff's Office ^{INVESTIGATOR CAPTAIN SHERIFF'S OFFICE} then employees performing such duties shall receive additional compensation in an amount to be determined by the Employer, but not exceeding an additional \$2,500.00.

ARTICLE 31 - BENEFITS DURING UNPAID LEAVE OF ABSENCE

31.1 Subject to all the conditions and limitations contained herein, full time, permanent employees who suffer an injury or illness which is not covered by Worker's Compensation and which prevents such employees from working for the Employer, upon exhaustion of their accrued sick leave and vacation leave and upon written application, shall be entitled to an unpaid leave of absence.

31.2 The period of such leave shall be from the date of exhaustion of accrued sick leave and vacation leave to the date the employee is able to return to work; but the period shall not be greater than 1 year from the first day of such illness or injury.

31.3 During the period of such leave of absence, the Employer shall pay the premium for the employee's coverage in the New Jersey Health Benefits Plan. Coverage shall include spouse and dependents, when applicable.

31.4 During the period of such leave, the Employer shall have the right to have such employees examined, at its expense, by doctors of its choice, at reasonable intervals to obtain opinions concerning the ability of the employees to work.

31.5 The benefit contained herein shall not be provided to employees who, during the period of such leave of absence, either become employees of a person other than the Employer herein, or who become self-employed.

31.6 The benefit contained herein shall be effective on September 1, 1988.

ARTICLE 32 - REIMBURSEMENT FOR MEALS AND LODGING

32.1 Effective on January 1, 198_, employees who are assigned to work which reasonably requires overnight absence from their residence shall be reimbursed for up to \$100.00 per day for lodging and up to \$40.00 for meals with the following conditions:

(a) A voucher with receipts attached shall be submitted.

~~(b) If 2 employees of the same gender are assigned to the same work, then they shall share a room.~~

1/E

SCHEDULE "A"

BASE ANNUAL SALARIES

TITLES	1/1/88	7/1/88	1/1/89	7/1/89	1/1/90	7/1/90
1. Investigator, Sheriff's Department	32,660.	34,290.	36,007.	37,808.	40,000.	41,000.
2. Investigator Sergeant, Sheriff's Department	35,272.	37,036.	38,887.	40,832.	43,400.	44,485.
3. Investigator Lieutenant, Sheriff's Department	38,093.	39,999.	41,998.	44,099.	47,089.	48,266.
4. Investigator Captain, Sheriff's Department						
	<u>1/1/88</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>	<u>7/1/90</u>
	41,140	43,198	45,357	47,626	51,091	52,368

***** SENIOR OFFICER STATUS PAYMENTS IN ACCORDANCE WITH ARTICLE 7 SALARY 7.2(c)

	<u>1988</u>	<u>1989</u>	<u>1990</u>
Investigator's	34,293	37,808	41,000
½ of next base	1,371	1,512	1,742
	<u>35,664</u>	<u>39,320</u>	<u>42,742</u>
Sergeants -	37,036	40,832	44,485
½ of next base	1,481	1,633	1,890
	<u>38,517</u>	<u>42,465</u>	<u>46,375</u>
Lieutenants	39,999	44,099	48,266
½ of next base	1,599	1,763	2,051
	<u>41,598</u>	<u>45,862</u>	<u>50,317</u>
Captains	43,198	47,626	52,368
same as Lt.'s	1,599	1,763	2,051
	<u>44,797</u>	<u>49,389</u>	<u>54,419</u>

AE
Investigator's
Contract
to District
to Processing
APL

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

BERGEN COUNTY SHERIFF

BY: *Robert R. Herb*
ROBERT R. HERB, Sheriff

WITNESS:

Anthony K. Tamshi

THE COUNTY OF BERGEN

BY: *William D. McDowell*
WILLIAM D. McDOWELL
County Executive

WITNESS:

POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL 270

BY: *Charles Serwin*
CHARLES SERWIN, President

WITNESS:

Dawn English

BY: *John English*
JOHN ENGLISH, State Delegate

BY: *Edward Whalen*
EDWARD WHALEN, Senior Officer
Representative

*Sworn and subscribed to me
this 7th day of December 1988*

Dawn S. English
DAWN L. ENGLISH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 7, 1990