

AGREEMENT

BETWEEN

**THE OFFICE OF THE BERGEN COUNTY
PROSECUTOR**

AND

PBA LOCAL NO. 221

SUPERIOR OFFICERS, LIEUTENANTS AND CAPTAINS

January 1, 2017 through December 31, 2020

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THIS AGREEMENT, made on this 31 day of August, 2017, by and between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, (hereinafter referred to as the "Employer" or the "Prosecutor" or the "BCPO") and P.B.A. LOCAL NO. 221 SUPERIOR OFFICERS ASSOCIATION (hereinafter referred to as the "Association").

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

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Office of the Bergen County Prosecutor hereby recognizes PBA Local No. 221 Superior Officers Association as the sole and exclusive representative of all Employees of the Prosecutor's Office within the ranks of Lieutenant and Captain as covered by this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Except as modified, altered or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of its statutory management functions. The Employer hereby retains the exclusive right to hire, direct and assign the work force, as well as the right to terminate any unclassified, non-civil service employee without cause or, after January 7, 2004, in accordance with P.L. 2003, c. 173; N.J.S.A. 2A:157-10 to- 10.8; to plan, direct and control the operations; to discontinue, recognize or combine any section with any consequent reduction or other changes in the work force; to introduce new or improved methods

or facilities regardless of whether or not the same cause any reduction in the work force; and, in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. The Employer's policies, procedures, rules and regulations are set forth in a document entitled the "Employee Manual", which document may be amended from time to time by the Employer without the consent of the Association or its members, unless the subject matter of the amendments are required by law to be negotiated with the Association. Said policies, procedures, rules and regulations may also be established by memoranda of the Prosecutor or his authorized senior management personnel.

ARTICLE III

EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not, in violation of law discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or any other laws of the State of New Jersey or, of the Constitution of the State of New Jersey and/or of the United States.

The Employer further agrees that it shall not unlawfully discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment because of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any

terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey. County Investigators are appointed by the Prosecutor pursuant to N.J.S.A. 2A:157-10 and serve in the unclassified civil service. All Lieutenants and Captains perform duties and fill positions which make them exempt employees under the Fair Labor Standards Act (FLSA).

For the purpose of this Agreement, the term “Lieutenants” and “Captains” shall be defined as full time Employees, and to include the plural as well as the singular, and to include females as well as males.

ARTICLE IV

EXISTING LAW

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

ARTICLE V

ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement, provided that the representatives and alternates do not exceed three (3) in number and that are Employees covered by this Agreement or the Association’s attorney.

The Association shall furnish to the Employer in writing the names of representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities.

(A) At the request of a Lieutenant or Captain, to investigate and participate in settling grievances in accordance with the Employee Manual of the BCPO or other methods required by law;

(B) To transmit such messages and information originating with and authorized by the Association or its Officers;

(C) The designated Association representative shall be granted reasonable time with pay during working hours to participate in settling grievances, as requested, and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this section.

ARTICLE VI

SALARIES

(A) The base annual salaries of all Employees covered by this Agreement are set forth in Appendix A, as amended below.

(B) Each bargaining unit member's base salary shall be increased by the percentages (%) set forth below as amended herein:

- (1) Effective January 1, 2017, a one point seventy-five (1.75%) percent increase;
- (2) Effective January 1, 2018, a one point seventy-five (1.75%) percent increase;
- (3) Effective January 1, 2019, a one point seventy-five (1.75%) percent increase;
- (4) Effective January 1, 2020, a zero (0%) percent increase.

(C) Members promoted to the rank of Lieutenant on or after June 6, 2017 will be placed on the two (2) step salary structure, attached as Appendix A and shall advance to the next salary step on the anniversary date of the member's promotion. Members promoted to the rank of Lieutenant before June 6, 2017 shall be at Step Two for purposes of fixing base salary.

Members promoted to the rank of Lieutenant subsequent to June 6, 2017 shall be placed into the appropriate step reflected in Appendix A. For members promoted on or after June 6, 2017, the Prosecutor, in his or her sole discretion, may place a newly promoted Lieutenant in any of the salary steps set forth in Appendix A and the member shall progress in the salary step(s) from that point in accordance with the provisions of this Section.

(D) Only members of the bargaining unit on the payroll holding a superior officer's rank as of January 1, 2017 shall be eligible for a 2017 increase. Members promoted on or after January 1, 2017 above shall be paid in accordance with the salary guide in effect on December 31, 2016 and will move to the proper step, effective January 1, 2018.

(E) All retroactive monies that are due and owing by the member as a result of the salary increase in 2017 shall be paid within a reasonable time following the adoption of the 2017 to 2020 Memorandum of Agreement. Any retroactive monies shall be offset by amounts reflecting the employee contribution toward the Police and Fire Retirement System (PFRS) for additional and any other normal payroll deductions.

(F) The usual work week for Employees covered by the Agreement shall consist of five (5) days, Monday through Friday. The usual work day shall be from 9:00a.m. to 5:00 p.m., 8:30 a.m. to 4:30 p.m., or a "second (2nd) shift", defined as an eight (8) hour shift beginning Monday through Friday at an hour after 2:00 p.m. but before 4:00 p. m., with all shifts depending on the needs of the particular investigative squad and including a one-half (1/2) hour unpaid lunch break. Recognizing the need for flexibility in a supervisor's schedule, the Employee may, in his/her discretion, reasonably extend the lunch period. The work days and work hours in any week are subject to modification based on the needs of the BCPO, subject to the Employer providing at least forty-eight (48) hours advance notice of any formal shift change. The work week for Employees covered by this Agreement shall be set, therefore, at forty (40) hours.

(G) All Lieutenants and Captains covered by this Agreement shall receive an additional rate differential of ten (10) hours per month that shall be added to salaries of all Lieutenants and Captains as set forth in Appendix A. This rate differential is provided to all Lieutenants and Captains in this unit in recognition of the significant administrative and supervisory duties assigned to the Lieutenants and Captains. These rate differentials are to be included in each Lieutenants and Captains annual base salary for all purposes and are subject to pension contributions, consistent with the provisions of the applicable statutes and regulations.

ARTICLE VII

OVERTIME WORK WITHOUT ADDITIONAL COMPENSATION

(A) Captains and Lieutenants are senior management employees of the Bergen County Prosecutor's Office; they perform duties and fill positions which make them exempt under law from overtime pay entitlement. Employees serving in the ranks of Lieutenant and Captain are senior, white collar executives of the BCPO and shall be expected to work whatever overtime schedule that is required of them by the Prosecutor or Chief or their designee.

(Note: Overtime beyond forty (40) hours per week will be assigned only when, in the judgment of the Chief or, in the case of Lieutenants, the Captain determined that the operations of the BCPO require overtime to be worked.)

(B) Lieutenants covered by this Agreement shall receive straight time pay, on an hour-for-hour basis, for up to ten (10) hours of overtime actually worked in any two (2) week pay period. Overtime is defined as hours worked in any one (1) week above the forty (40) hour usual work week.

(C) From time to time, certain operations of the BCPO may require Lieutenants to perform more than ten (10) hours of overtime work in any two (2) week period. The Prosecutor

shall grant compensatory time off (CTO), on an hour-for hour basis, for all hours actually worked by Lieutenants in excess of ten (10) hours in any two (2) week pay period. The CTO awarded under this provision of the Agreement may be accumulated by the Lieutenant until retirement or termination of employment, at which time any accumulated CTO shall be converted to a cash payment to the Lieutenant at the Lieutenant's hourly rate in effect at the time of retirement or termination. A Lieutenant may elect to use accumulated CTO to take paid leave in like amounts with the approval of the Prosecutor, which shall not be unreasonably withheld. Such paid leave may be used for extraordinary illnesses or may be used to take pre-retirement leave at full pay when retirement papers have been submitted. CTO time awarded under this provision is considered to be in addition to the monthly award of ten (10) rate differential hours to all Employees covered by this Agreement, as provided for in Article VI (C) above.

(D) Captains who have accumulated, as of November 1, 2008, CTO pursuant to Article VII, Section C, may receive cash payment upon their retirement or termination of employment, or may use the accumulated CTO for leave, all in accordance with and subject to the terms, conditions and limitations set forth in Article VII, Section C.

ARTICLE VIII

ON CALL REQUIREMENT

All Employees shall be required to wear a cell phone and may be called into work during normal off-duty hours upon reasonable notice. There will be no extra pay provided for this purpose.

ARTICLE IX

VACATION

The vacation policies of the BCPO are set forth in the Employee Manual and are incorporated by reference into this Agreement. Under this Agreement, Employees accrue vacation time at a rate of thirteen point thirty-three (13.33) hours per month of employment, which equals twenty (20) days, or one hundred sixty (160) hours, of vacation per year.

The Employer will not reduce the vacation benefits of Employees covered by this Agreement without negotiation or arbitration, if required.

ARTICLE X

SICK LEAVE

The sick leave policies of the BCPO are set forth in the Employee Manual and are incorporated by reference into this Agreement. With a forty (40) hour normal work week, Employees accrue ten (10) hours of sick leave per month of employment.

The Employer will not otherwise reduce the sick leave benefits of Employees covered by this Agreement without negotiation or arbitration, if required.

ARTICLE XI

PERSONAL LEAVE

Subject to the approval of the Employer, which approval shall not be unreasonably withheld, each Employee of the rank of Lieutenant shall have five (5) personal leave days and each Employee of the rank of Captain shall have five (5) personal leave days per calendar year. In the event employment is terminated prior to the end of a full calendar year, the personal leave days available shall be prorated for the actual employment time in the calendar year in which employment ends. For purpose of this clause, an Employee shall not be required to advise his Superior of the reason for the personal leave day, but shall be required to notify his Superior at least twenty-four (24) hours in advance of such personal leave, except in cases of emergency. Personal leave must be used before the end of each calendar year or it is lost without any carryover to the next calendar year. Employees are not entitled to receive payment for unused personal leave.

ARTICLE XII

MATERNITY LEAVE

The rights and obligations of Employees shall include but not be limited to the following provisions:

1. All female law enforcement officers shall advise the Employer of pregnancy upon their knowledge of same;
2. Pregnant female law enforcement officer shall be permitted to work so long as such work is permitted by the employee's own doctors;

3. Female law enforcement officers shall be limited to a maximum of six (6) months leave of absence for pregnancy and birth, during which time they may use any and all vacation time, sick time and compensatory time, and any and all accumulated time benefits which they have accrued;

4. Female law enforcement officers shall have the right or apply for an additional six (6) months leave of absence because of pregnancy or childbirth, to be approved on a case by case basis by the Prosecutor;

5. Male law enforcement officers shall be permitted to use up to ten (10) working days of accumulated sick time, compensatory time, vacation time and/or any other accumulated time benefits following the birth of their child;

6. The provisions stated shall be applicable in those cases of duly certified adoption of a child under the age of three (3).

Any provision of this Article that is contrary to law shall be void.

ARTICLE XIII

MILITARY LEAVE

Employees shall be entitled to a military leave of absence in accordance with Federal or State law.

ARTICLE XIV

HOLIDAYS

A. The holiday policies of the BCPO are set forth in the Employees Manual and are incorporated by reference into this Agreement, except where modified by this Agreement. The

Employer will not reduce the holiday benefits of Employees without negotiation or arbitration, if required.

B. In the event a Lieutenant covered by this Agreement is called to work on one (1) of the paid holidays specified in the Employee Manual, then such Lieutenant shall receive either straight time pay or CTO for the actual hours worked on the holiday, depending on whether the Lieutenant has worked less than ten (10) hours of overtime or more than ten (10) hours of overtime during that same pay period. (See Article VII (B) and (C).)

ARTICLE XV

TERMINAL LEAVE

A. Lump Sum Payment. An Employee, upon retirement (service retirement, special retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement), or an Employee who terminates his service after reaching age sixty (60) and who is covered by the Police and Fire Retirement System (PFRS) or the Public Employees Retirement System (PERS), shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2 below, whichever he/she elects:

Option 1 – One-half (1/2) of the Employee's earned and unused accumulated sick leave hours multiplied by his/her hourly rate of pay (based upon the average annual base received during the last twelve (12) months of his/her employment prior to the effective date of retirement divided by 2,080 hours), provided, however, that no such lump sum payment shall exceed Twenty-Five Thousand (\$25,000.00) Dollars.

Option 2 – Two (2) days (16 hours) of pay for each full year of service as a law enforcement officer in the State of New Jersey, provided the Employee has at least ten (10) years of service as an employee of the County of Bergen and is not drawing a pension from any other

Federal or State agency, but the total amount paid shall not exceed the maximums set forth in Option 1.

The Employee may elect to receive his/her terminal leave payment in a single installment at any time up to eighteen (18) months from the termination date. In the event of an Employee's death, the Employee's estate shall be eligible for the above terminal leave lump sum payment according to the option selected by the estate, provided that the Employee had been employed by the County of Bergen for seven (7) consecutive years.

B. Terminal Leave of Absence. An Employee, upon retirement (service retirement, special retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement) or an Employee who terminates service after reaching age sixty (60) and who is covered by PFRS or PERS, will be granted a terminal leave of absence for up to sixty (60) calendar days, during which he/she will receive his/her usual full pay and benefits, provided the following conditions are met by the Employee:

1. The Employee has at least twenty (20) years of service and has submitted his/her irrevocable retirement papers with a specific retirement date; and,
2. The Employee has submitted a written request for a terminal leave of absence, which, if approved must be taken in advance of the specific retirement date so as to expire on that date; and,
3. The Employee has not used more than eighty (80) hours of approved sick leave during the preceding twelve (12) months of employment (this provision may be waived in the sole discretion of the Prosecutor); and,
4. The Employee leaves the employ of the BCPO in good standing and not as a result of an involuntary dismissal.

The aforesaid terminal leave of absence will be granted to otherwise eligible Employees under this Agreement as follows:

1. If an Employee has accumulated One Thousand Seven Hundred (1,700) or more hours of unused sick leave as of the date terminal leave is to commence, he/she will be granted sixty (60) calendar days of terminal leave;

2. If an Employee has accumulated One Thousand One Hundred Fifty to One Thousand Six Hundred Ninety-Nine (1,150 to 1,699) hours of unused sick leave as of the date terminal leave is to commence, he/she will be granted forty-five (45) calendar days of terminal leave.

3. If an Employee has accumulated Eight Hundred Fifty to One Thousand One Hundred Forty-Nine (850 to 1,149) hours of unused sick leave as of the date terminal leave is to commence, he/she will be granted thirty (30) calendar days of terminal leave.

Note: In calculating pay during the terminal leave of absence, the Employee will receive that pay he or she would normally be entitled to receive for the period. In other words, he/she will receive weekly pay calculated on the normal work week and will be paid only for the normal work days and holidays falling within the calendar leave of absence.

ARTICLE XVI

FUNERAL (BEREAVEMENT) LEAVE

The funeral (bereavement) leave policies of the BCPO are set forth in the Employee Manual. The Employer will not reduce the funeral (bereavement) leave benefits of Employees covered by this Agreement without negotiation or arbitration, if required.

ARTICLE XVII

INJURY LEAVE

The injury leave policies of BCPO are set forth in the Employee Manual and are incorporated by reference into this Agreement. The Employer will not reduce the injury leave benefits of employees covered by this Agreement without negotiation or arbitration, if required.

ARTICLE XVIII

PERSONNEL FILES

A separate personnel history file shall be established and maintained for each Employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the Office of the Prosecutor. All personnel history files will be carefully maintained and permanently safeguarded and nothing placed in any file shall be removed therefrom without proper authorization.

Any member of the Prosecutor's Office may, by appointment, review his/her personnel file, but this appointment for review must be made through the Prosecutor or his designee and the review shall take place in the presence of the Prosecutor or his designee.

Whenever a written complaint concerning an Employee covered by this Agreement or his/her actions is to be placed in his/her personnel file, a copy shall be made available to said Employee, as well as an opportunity to place a rebuttal in his/her file if the Employee so desires.

Formal written disciplinary charges brought pursuant to the Employee Manual of the BCPO, along with the Employee's memorandum in response thereto and the record of final disposition, shall be entered into an Employee's personnel file in accordance with the provisions of the Employee Manual.

ARTICLE XIX

HEALTH BENEFITS

A. MEDICAL INSURANCE

Premiums for the current medical insurance plan previously provided to BCPO employees and their eligible dependents shall continue to be paid by the Employer, except as modified below. The Employer reserves the right in its sole discretion to change insurance carriers or plan at any time provided the coverage is equivalent to that presently in effect. The Employer will notify the Association no less than thirty (30) days in advance of its intent to make any such change.

Employees who complete twenty-five (25) years of service in the New Jersey Public Employees Retirement System (PERS) or New Jersey Police and Firearm's Retirement System (PFRS) shall, at the time of their retirement from the County of Bergen, continue to receive health benefits under the same terms as County employees, including any prescription benefits.

The provisions of this Section are subject to the further provisions of Section G herein.

B. DENTAL

The Employer will maintain the currently effective dental benefits insurance program, being described as DELTA Dental Plan of New Jersey, Inc. (Premier or Flagship, to be determined by the Employee), which plan shall provide for a maximum annual benefit of One Thousand Three Hundred (\$1,300.00) Dollars for dental service and a maximum lifetime benefit of One Thousand Three Hundred (\$1,300.00) Dollars for orthodontic services with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year, with a co-payment thereafter based on stated percentages or usual and customary rates. All insurance premiums for coverage under this dental plan shall be paid by the Employer. The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is

equivalent to that which is already in effect. The Employer will notify the Association no less than thirty (30) days in advance of its intent to make any such change.

C. DISABILITY

1. The Employer shall maintain the disability benefits insurance program during the term of this Agreement, as sponsored by John Hancock Mutual Life Insurance Company, subject to the following conditions:

(a) The premium shall be paid in the following proportion: Employer-\$5.50; Employee - \$2.70. Any increase in the premium over the premium stated herein shall be paid fifty (50%) percent by the Employer and fifty (50%) percent by the Employee. Employee who chose to join the program shall make payment through payroll deductions; it is understood and agreed that no Employee shall be obliged to participate in this program.

(b) The waiting period prior to the benefit entitlement shall be thirty (30) days. Employees who choose to join the plan shall be entitled to receive disability benefits of seventy (70%) percent of the Employee's weekly wage to a maximum of One Hundred Fifty (\$150.00) Dollars per week with a maximum of fifty-two (52) weeks of payments. The plan shall cover disability due to pregnancy.

(c) An Employee who becomes eligible for disability payments and who has sick leave accumulated shall be entitled to receive the disability payment plus that amount of sick time which would give him/her his/her normal bi-weekly base salary.

2. The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is equivalent to that which is already in effect. The Employer will notify the Association no less than thirty (30) days in advance of its intent to make any such change.

An Employee who is disabled within the meaning of the Disability Benefits Insurance Program and who has exhausted all paid leave due him/her may appeal to the Employer or his designee for the continuation of coverage under the County's Health Insurance Program, the Dental Program, the Disability Program, the Prescription Program and the Eye Care Plan at the expense of the Employer until either the Employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The Employer or his designee shall have the authority, in its sole discretion, either to provide for continuation of health benefits coverage or to allow coverage to lapse as may otherwise be required by law.

D. PRESCRIPTION

The Employer shall provide a prescription payment insurance plan to all Employees covered by this Agreement and their eligible dependents, under the terms of which:

(1) Each Employee shall pay the following co-pays for prescriptions:

| | |
|---------------------------|-------------------------|
| Generic: | \$5.00 (30 day supply) |
| Preferred: | \$15.00 (30 day supply) |
| Non-preferred brand name: | \$30.00 (30 day supply) |

MAIL ORDER

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

(2) The insurance company shall pay any and all charges above the co-pays required to be made by the Employee.

(3) The Employer shall pay the full premium.

(4) Each prescription shall be for a supply of medication not to exceed thirty (30) calendar days if purchased at a retail prescription provider. If purchased via mail

order supply, the prescription shall be for a supply of medication not to exceed ninety (90) calendar days.

(5) The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is equivalent to that which is already in effect. The Employer will notify the Association no less than thirty (30) days in advance of its intent to make any such change.

(6) No employee shall seek reimbursement through the County's insurance program or any other County entity of the prescription co-pays paid by the Employee.

E. EYE CARE

The Employer shall reimburse Employees for expenses incurred by them and/or their spouse and/or their dependents for eye care, subject to the following:

- (1) The expense shall have been incurred to a recognized supplier of eye care (e.g. physician, optometrist, laboratory, supplier of eye glasses or contact lenses, etc.); and,
- (2) A bill for the expense or proof of the expenditure, together with a voucher signed by the Employee, shall have been submitted to the Employer; and,
- (3) The expense is not one covered by any other insurance program supplied by the Employer under this Agreement; and,
- (4) The total reimbursement by the Employer does not exceed One Hundred Fifty (\$150.00) Dollars per year. The annual reimbursement may be combined for any two (2) consecutive years of this Agreement.
- (5) To be eligible for this benefit, an Employee must have six (6) months of service.

F. ANNUAL PHYSICAL EXAMINATION

The Employer shall make available a complete medical examination to each Employee once during each calendar year. Said annual physical examination shall be conducted at such

facility and under such procedures as the County of Bergen may establish. The Association agrees that the results of any such examination shall be made known to the Employer, upon its request, and Employees waive any right to physician/patient privilege regarding same

The medical examination will include all the medical examinations presently offered to Employees but shall also provide, at the Employee's option, the following exams:

- Chest X-Ray
- E.K.G.
- Stool Test
- PAP Smear
- Proctoscope Examination
- Hearing Examination
- Prostate Examination (with Cancer Blood Test)
- Breast Examination (to include Mammography)
- HDL, LDL, Glucose and Triglycerides Tests. Also to include Lead testing.

All or any portion of the testing shall be voluntary on the part of the Employee.

Employees shall follow the prescribed procedures in requesting an annual physical examination under this provision. Each Employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance coverage to the Employee, the premiums for which insurance coverage are paid by the Employer.

G. (1) Retroactive to January 1, 2013, all employees who were still in the County's Traditional Plan as of December 31, 2012 shall be moved into the County's Direct Access Plan and shall not be allowed to opt back into the County's Traditional Plan.

(2) While an active duty member of the Bergen County Prosecutor's Office, the member shall contribute to the cost of his or her insurance premiums in accordance with Ch. 78, P.L. 2011.

(3) Employees retiring in good standing with twenty-five (25) years or more of credible service in the Police and Firemen's Retirement System (PFRS) and twelve and one-half (12 ½) years of service with the Bergen County Prosecutor's Office or who have qualified for an

ordinary disability or accidental disability retirement shall be eligible to continue the benefits afforded pursuant to this Article throughout the Employee's retirement upon the same terms and conditions which the Employee received benefits at the time of the Employee's retirement. Employees shall contribute to the cost of the provisions of these benefits in accordance with this paragraph.

a. If the Employee has sufficient time to be exempt from contribution in retirement pursuant to Ch. 78, P.L. 2011 ("Chapter 78"), he or she shall not be required to make any contribution in retirement, except in instances wherein existing State statutes require premium contributions.

b. Employees who reached twenty (20) years of eligible service after June 28, 2011, but prior to December 31, 2013 shall be treated as "grandfathered" from contribution in accordance with that law. It is expressly understood that the legality of Chapter 78's post-retirement health care contribution is subject to challenge under law. If Employees are determined not to be grandfathered or otherwise required to make contributions by operation of law, then post-retirement employee contributions towards health benefits shall be made by the member in accordance with Paragraph c. below.

c. If the employee does not meet the service time necessary to be exempt from contribution under Paragraph a. above or if the employee is determined not be grandfathered under Paragraph b. above, his or her contribution towards the benefits provided under Article XIX of this collective bargaining agreement shall be set at three and one-half (3.5%) percent of his or her retirement allowance if the employee meets the following qualifications and conditions:

1. The Employee retires in good standing with twenty-five (25) years of more of creditable service or has qualified for an ordinary disability or accidental disability retirement.
2. The Employee's accumulated sick leave hour bank at the date of retirement is worth at least \$25,000.00.
3. The Employee agrees to the deduction of the number of sick leave hours from his or her sick leave bank equivalent to \$25,000.00. Upon the deduction of \$25,000.00 in accumulated sick leave, Employees retain the right to utilize any remaining sick leave as set forth in Article XV of this collective bargaining agreement so long as the Employee otherwise meets the eligibility requirements specified therein for the selected option.
4. If the rate of three and one-half (3.5%) percent set forth above is determined to be void or otherwise unlawful by operation of law, then post-retirement employee contributions towards health benefits shall be made by the member in accordance with governing law.

d. In order to be eligible for the health benefit rates of contribution stated in Paragraph c. above, the bargaining unit member must be on the active payroll of the Prosecutor's Office as of March 31, 2017.

e. Employees who are qualified for benefits under Section G(3) herein, but do not have \$25,000 in accumulated sick leave hours or elect not to participate in this program shall remain entitled to benefits by paying the then effective contribution rate established pursuant to State law.

G. (4) In order to be eligible for health insurance benefits upon retirement, all members hired after January 1, 2017 must work not less than twelve and one-half (12 ½) years for the County of Bergen prior to retirement.

ARTICLE XX

CLOTHING

All investigative personnel, including superior officers covered under this Agreement, shall be required, at their own expense, to supply and wear appropriate work clothing, including appropriate business attire, rain gear, boots, etc. The Employer shall be responsible to supply, at the Employer's expense, all technical equipment, such as bulletproof vests, helmets and turn out coats.

ARTICLE XXI

INDEMNIFICATION OF EMPLOYEES

The County of Bergen shall provide for the indemnification and payment of claims and incidental expenses thereto, not covered by any liability insurance policy, filed against an Employee covered by this Agreement for any act or omission arising out of and in the course of the performance of the duties of his/her office, position or employment. Such indemnification shall extend to exemplary or punitive damages resulting from the civil violation of State or Federal law if, in the opinion of the Prosecutor, the acts committed upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong; such indemnification and payment of claims shall be to the extent permitted under N.J.S.A. 59:1-1 et seq.

ARTICLE XXII

BULLETIN BOARD

The Employer will supply one (1) bulletin board in a conspicuous location for the use of the Association. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees. No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A. DISCIPLINARY ACTION

The procedures for disciplinary proceedings involving members of the Association are set forth in Chapter 2 of the Bergen County Prosecutor's Office Employee Manual.

B. NON-DISCIPLINARY GRIEVANCE

A grievance involving a claimed violation, misinterpretation or misapplication of the terms of this Agreement, or a grievance relating to working conditions or other matter which are not claimed violations, misinterpretations or misapplication of the terms of this Agreement shall be handled in the manner set forth in the Bergen County Prosecutor's Office Employee Manual. No changes in such procedure shall be implemented without prior notice to this Association. If a decision of the Prosecutor with respect to a non-disciplinary grievance which involved a claimed violation, misinterpretation or misapplication of the terms of this Agreement is unsatisfactory to the Employee or the Association, only the Association shall have the right to submit such grievance to an Arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The Association must deliver a Notice of Appeal to the Prosecutor within ten (10) days of the receipt by the Employee

of the Prosecutor's decision. The Arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, or subtract from the terms of this Agreement. 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, unless otherwise provided by law.

C. REPRESENTATION BY THE ASSOCIATION

The Association shall have the right to represent any Employee requesting representation, but individual Employees shall have the right to elect to represent themselves.

ARTICLE XXIV

FAIR SHARE PAYMENTS

In accordance with Chapter 447 of the Public Laws of 1979 (N.J.S.A. 34:13A-5.5), effective January 1, 1982, the Employer agrees to commence withholding from the salaries of those Employees who are covered by this Agreement and who have not executed authorizations permitting the Employer or County to withhold the full amount of union dues from their salaries, a representative fee equal to eighty-five (85%) percent of the uniform annual dues charged by the Association of its members. The Employer or the County shall forward the amount so deducted to the Association in the same manner as it presently forwards the union dues of those Employees who are members. The Association represents that it has established a demand and return system and that it is in compliance with all requirements imposed pursuant to Chapter 447 of the Public Laws of 1979, and the County's obligation pursuant to this Paragraph is contingent upon the Association's continued compliance therewith.

The Association will defend, indemnify and save the County and Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or

by reason of action taken by the County and/or the Employer pursuant to the provisions of this Section of the Agreement.

In the event that Employees hired after the effective date of this Agreement do not within thirty (30) days after such date of hire execute written authorizations for withholding of union dues of the Association, then the provisions of the first Paragraph of this Section regarding Fair Share Payments shall be and become effective.

ARTICLE XXV

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by the applicable laws.

ARTICLE XXVI

CHANGES, SUPPLEMENTS OR ALTERATIONS

In the event that any other recognized bargaining agent representing employees of the County of Bergen receives any new or improved health benefits not covered by this Agreement, the Employees covered by this Agreement shall be immediately entitled to reopen negotiations with the Employer as to the health benefits issue only. Other bargaining agents or unions include but are not limited to: United Public Service Employees Union; Bergen County Prosecutor's

Office PBA Local 221, Investigators/Sergeants; Bergen County Police; Bergen County Sheriff's Department and Investigators; Bergen County Road Department; et al.

ARTICLE XXVII

SAFETY COMMITTEE

A. A Health and Safety Advisory Committee to review health safety matters as they relate to the Investigative Staff of the Prosecutor's Office shall be established.

B. The Committee shall consist of two (2) representatives of the Prosecutor and two (2) representatives of PBA Local 221. Neither representatives of said Committee shall be of a rank higher than Captain.

C. The Committee shall meet, if necessary, once every quarter at a mutually agreed upon time and place.

D. All requests of the Safety Committee shall be forwarded in writing to the Prosecutor for his review.

E. The Prosecutor shall reply in writing to requests of the Safety Committee.

ARTICLE XXVIII

OFF DUTY ACTION

All Employees covered by this Agreement who take any police action during off duty hours which would have been taken by said personnel on active duty will be entitled to the rights and benefits protection concerning such action as if on active duty. An Employee must make every effort at the earliest possible time to receive approval for such action by his/her immediate supervisor.

ARTICLE XXIX

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees and Employer herein are entitled by law.

ARTICLE XXX

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2017 and shall continue in full force and effect until December 31, 2020 or until a new contract is executed.

ARTICLE XXXI

RESIDENCY

Subject to prior approval of the Prosecutor, Employees covered by this Agreement may reside anywhere within the State of New Jersey, as long as such residence is within a reasonable distance of Bergen County, and such approval shall not be revoked once granted. It shall be the sole exclusive prerogative of the Prosecutor to determine what reasonable distance will be.

IN WITNESS WHEREOF, the parties hereto have by their duty authorized representative and officers executed this Agreement on this 31 day of August, 2017.


Attest:




BERGEN COUNTY PROSECUTOR

By: 

Gurbir S. Grewal
Bergen County Prosecutor
PBA LOCAL 221 SUPERIOR OFFICERS
ASSOCIATION

Cpt. 
Cpt. Jason Love

Attest:


DATE SIGNED: 8/31/17

APPENDIX A

BERGEN COUNTY PROSECUTOR'S OFFICE
SUPERIOR OFFICER'S CONTRACT
SALARY GUIDE

Rank: Captains

| 2017 | 2018 | 2019 | 2020 |
|-------------|-------------|-------------|-------------|
| \$175,359 | \$178,428 | \$181,550 | \$181,550 |

Rank: Lieutenants

| Step | 2017 | 2018 | 2019 | 2020 |
|-------------|-------------|-------------|-------------|-------------|
| 1 | \$159,444 | \$162,234 | \$165,073 | \$165,073 |
| 2 | \$166,909 | \$169,830 | \$172,802 | \$172,802 |

**MEMORANDUM OF AGREEMENT BETWEEN
THE OFFICE OF THE BERGEN COUNTY
PROSECUTOR AND PBA LOCAL NO. 221,
SUPERIOR OFFICERS, LIEUTENANTS AND CAPTAINS**

THIS MEMORANDUM OF AGREEMENT, by and between the OFFICE OF THE BERGEN COUNTY PROSECUTOR (hereinafter referred to as the "Prosecutor") and PBA LOCAL NO. 221, SUPERIOR OFFICERS, LIEUTENANTS AND CAPTAINS (hereinafter referred to as "Union"), made and entered into on this 6th day of June, 2017.

WHEREAS, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2016; and,

WHEREAS, the parties have arrived at a tentative agreement,

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulate and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatures below agree to recommend this Memorandum for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the Board and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. All provisions of the prior Agreement shall be carried forward except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of the proposed negotiated Agreement.
7. Unless otherwise notified, all changes shall be prospective from the signing of the contract.
8. Duration: January 1, 2017 through December 31, 2020
9. Salaries (Article VI) (page 4):
 - A. Appendix A will be amended by the parties to reflect an annual new money proposal for each year of this Agreement for each rank as follows:
 1. Effective for January 1, 2017, a one point seventy five percent (1.75%) increase.

2. Effective for January 1, 2018, a one point seventy five percent (1.75%) increase.
 3. Effective for January 1, 2019, a one point seventy five percent (1.75%) increase.
 4. Effective for January 1, 2020, a zero percent (0%) increase.
- B. Effective from the date of this Memorandum a member achieving the rank of lieutenant will be subject to the two step salary structure as reflected on the attached Appendix A. It is the intent of the parties that this revised structure spread the overall promotional increase from sergeant to lieutenant over a two year period except that members bearing the rank of lieutenant as of the date of this Memorandum shall remain at Step Two for purposes of fixing base salary. Members promoted to the rank of lieutenant subsequent to the date of this Memorandum shall be placed into the appropriate step reflected in Appendix A. Subject to foregoing exception, members hired prior to January 1, 2017 are placed into any applicable steps according to their salary as of December 31, 2016 and advance into the next step on January 1, 2017 and the first day of every subsequent year of the contract. Members hired after January 1, 2017 shall advance in step on the one-year anniversary of his/her date of hire. Each step advancement shall occur on January 1st of the subsequent year of the contract. For new hires subsequent to the date of this Memorandum, initial step placement upon the salary guide shall be at the discretion of the Prosecutor, and which shall be at the Prosecutor's sole prerogative.
- C. Only members on the payroll holding a superior officer rank as of January 1, 2017 shall be eligible for a 2017 increase.
- E. All retroactive monies that are due and owing by the member as a result of the salary increase in 2017 shall be paid within a reasonable time following the adoption of the 2017 to 2020 Memorandum of Agreement. Any retroactive monies shall be offset by amounts reflecting the employee contribution toward the Police and Fire Retirement System for additional salary and any other normal payroll deductions.
10. Health Benefits (Article XX) (page 14):
- A. Article XIX, page 18, §G. (2) of the contract between the Bergen County

Prosecutor and PBA Local 221 Superior Officers dated January 1, 2016, through December 31, 2016, is replaced as follows:

G. (2) While an active duty member of the Bergen County Prosecutor's Office the member shall contribute to the cost of his or her insurance premiums in accordance with Ch. 78, P.L. 2011.

G. (3) Employees retiring in good standing with twenty-five (25) years or more of creditable service in the Police and Fire Pension System and twelve and half (12.5) years of service with the Bergen County Prosecutor's Office or who have qualified for an ordinary disability or accidental disability retirement shall be eligible to continue the benefits afforded pursuant to this Article throughout the Employee's retirement upon the same terms and conditions which the Employee received benefits at the time of the Employee's retirement. Employees shall contribute to the cost of the provision of these benefits in accordance with this paragraph.

- a. If the Employee had sufficient service time to be exempt from contribution in retirement pursuant to Ch. 78, P.L. 2011 ("Chapter 78"), he or she shall not be required to make any contribution in retirement except in instances wherein existing State statutes require premium contributions.
- b. Employees who reached twenty (20) years of eligible service after June 29, 2011, but prior to December 31, 2013 shall be treated as "grandfathered" from contribution in accordance with that law. It is expressly understood that the legality of Chapter 78's post-retirement health care contributions is subject to challenge under law. If Employees are determined not to be grandfathered or otherwise required to make contributions by operation of law, then post-retirement employee contributions toward health benefits shall be made by the member in accordance with Paragraph c of this paragraph.
- c. If, the Employee does not meet the service time necessary to be exempt from contribution under Paragraph a or if the employee is determined to not be grandfathered under Paragraph b, his or her contribution towards the benefits provided under Article XIX shall be set at three and half percent (3.5%) of his or her retirement allowance if the employee meets the following qualifications and conditions:
 1. The Employee retires in good standing with twenty-five (25) years or more of creditable service or has qualified for an ordinary disability or accidental disability retirement.
 2. The Employee's accumulated sick leave hour bank at the date of retirement is worth at least \$25,000.00.
 3. The Employee agrees to the deduction of the number of sick leave hours from his or her sick leave bank equivalent to \$25,000.00. Upon the deduction of \$25,000 in accumulated sick leave,

Employees retain the right to utilize any remaining sick leave as set forth in Article XV of the Collective Bargaining Agreement so long as the Employee otherwise meets eligibility requirements specified therein for the selected option.

4. If the rate of three and half percent (3.5%) set forth above, is determined to be void or otherwise unlawful by operation of law, then post-retirement employee contributions toward health benefits shall be made by the member in accordance with governing law.

d. In order to be eligible for the health benefits rate of contribution stated in Paragraph c herein, the bargaining unit member must be on the active payroll of the Prosecutor's Office as of March 31, 2017.

e. Employees who are qualified for benefits under Paragraph (G)(3), but do not have \$25,000 in accumulated sick leave hours or elect not to participate in this program shall remain entitled to benefits by paying the then effective contribution rate established pursuant to state law.

B. Add a new §G, (4) which shall read as follows:

"In order to be eligible for health insurance benefits upon retirement, all members hired after January 1, 2017, must work not less than twelve and half (12.5) years for the County of Bergen."

ATTEST:

By: [Signature]
Dated: 6/6/17

PBA LOCAL NO. 221
SUPERIOR OFFICERS,
LIEUTENANTS AND CAPTAINS

[Signature]
Dated: 6/6/17

ATTEST:

By: [Signature]
Dated: 6/6/17

OFFICE OF THE BERGEN
COUNTY PROSECUTOR

[Signature]
Gurbir S. Grewal
Bergen County Prosecutor
Dated: 6/6/17