

Contract No. 200

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INSTITUTE OF MANAGEMENT
ADMINISTRATIVE RELATIONS

OCT 8 1992

A RUTGERS UNIVERSITY
A G R E E M E N T

Between

THE OFFICE OF THE BERGEN COUNTY PROSECUTOR

and

SUPERIOR OFFICERS ASSOCIATION OF PBA LOCAL NO. 221

January 1, 1990 through December 31, 1992

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A G R E E M E N T

THIS AGREEMENT, made on this 26th day of JANUARY ,
1990, by and between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR,
hereinafter referred to as "the Employer," and SUPERIOR OFFICERS
ASSOCIATION OF PBA LOCAL NO. 221, 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 the Superior Officers Association of PBA Local 221 as the sole and exclusive representative of all Employees of the Prosecutor's Office of the rank of Lieutenant of Investigators and Detectives and Captain of Investigators and Detectives, as covered by this Agreement. Hereinafter reference to Lieutenant and/or Captain within this Agreement will mean Lieutenant of Investigators and Detectives and Captain of Investigators and Detectives respectively.

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 his statutory management functions. The Employer hereby retains the exclusive right to hire, direct and assign the working force; to plan, direct and control the operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established where applicable by Civil Service; and to hire and lay off Employees in accordance where applicable with Civil Service procedures. To introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working 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.

ARTICLE III

EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws 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 directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his 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.

For the purpose of this Agreement, the term Lieutenant and Captain shall be defined as full time Employees employed on a permanent basis, 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 within the Department and alternates for the enforcement of this Agreement, provided that the representatives and alternates do not exceed three (3) in number and that they are Employees covered by this Agreement or their attorneys.

The Association shall furnish the Employer in writing the names of the 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 Chapter III, 3:7-3.10 of the Manual of Rules and Regulations, Investigative Staff.
- (B) To transmit such messages and information which shall originate with and are 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 shall be set forth in Appendix A.

Any monies due Employees as of January 1, 1990 in accordance with the salary schedule set forth in Appendix A, shall be paid as soon after the execution of the Agreement as practicable.

Salary increases shall be paid during the first pay period following the rate change in accordance with past practice.

Rights of Tenure - Lieutenant of Investigators and Captain of Investigators, shall be granted the same rights of tenure and protection against removal without cause as are afforded by N.J.S.A. 11:22-11.1 to a County Detective serving in the classified service.

Senior Employee Status - Whenever an employee of the Investigative Staff of the Bergen County Prosecutor's Office who serves in the title of Lieutenant or Captain, completes twenty (20) years of law enforcement service, then in that event, said

employee's base pay shall be increased by one-half (1/2) of the amount to the next highest rate of pay annually; to wit,

For Lieutenant

A Captain's base pay (minus) the Lieutenant's base pay (multiplied by 50 percent).

For Captain

A Deputy Chief's base pay (minus) the Captain's base pay (multiplied by 50 percent).

ARTICLE VII

OVERTIME COMPENSATION

A. The normal work week shall be Monday through Friday with Saturdays and Sundays as regular days off. In the case of wiretaps, however, employees may be required to work Saturdays and/or Sundays as part of a normal work week. Whenever an employee works an excess of thirty-five (35) hours in a paid work week, then said paid employee shall be paid at the one and one half rate. Whenever an employee is required to work on his/her regular day off, then said employee shall be paid at the one and one half rate. The overtime rate of pay for an employee shall be said employee's annual salary divided by 1,690 hours times one and one half.

B. The current 32.5 hours in a 7 day work week schedule cycle which pertains only to payment of overtime shall continue.

C. Overtime must be authorized by a superior officer.

D. This overtime article is retroactive to January 1, 1990.

E. Whenever an employee is recalled to return to duty on his/her regular day off, or at a time not continuous to his/her working day, said employee shall be entitled to a minimum of four hours at time and one half. The minimum of four hours applies only to the first call back of the week. On any subsequent call back, the four hour minimum shall be subject to

the 2-½ hours which the employee is required to work prior to being paid overtime.

F. If an employee is recalled to work within four hours prior to his/her regular starting time then said employee shall receive overtime only for the hours worked.

G. An employee who is assigned an investigation or extradition which causes said officer to stay out of the state and overnight shall receive an additional four hours straight pay (in cash) for each overnight trip.

H. Travel time to and from school shall be compensated at straight time, with a maximum of four hours per week.

I. Meal time shall not be included in figuring overtime.

J. Overtime on a callback commences when an employee leaves his/her residence and terminated when he/she returns to residence. However, if a callback is within four hours of an employee's regular starting time, overtime shall commence when the employee leaves his or her residence and shall end when the employee's regular work day begins.

K. An employee, in the discretion of the employer, may elect to take compensatory time (1½ hours for each hour worked) in lieu of paid overtime. However, in no case may an employee be required to take compensatory time in lieu of overtime.

L. If the regularly scheduled hours of work of an employee is changed within 48 hours, the employee shall be paid at the rate of time and one half for the new hours worked. In the case of an emergency involving a case, however, no prior notice need be given.

ARTICLE VIII

EDUCATIONAL INCENTIVE

The following educational increment schedule shall be in effect for the contract term 1990-1991 and shall be paid to Employees covered by this Agreement who have successfully completed degree requirements as follows:

<u>DEGREE</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
(A) Associate Degree	\$300.00	\$400.00	\$400.00
(B) Bachelors Degree	\$400.00	\$500.00	\$500.00
(C) Masters Degree	\$500.00	\$600.00	\$600.00
(D) Doctors Degree	\$600.00	\$700.00	\$700.00

Educational incentive payments shall be payable in the second pay period of January of each year and shall be included in the base salary for the period in which the payment is made for pension purposes.

ARTICLE XI

SICK LEAVE

Sick leave must be earned before it can be used. Should the Employee require none or only a portion of his earned sick leave for one (1) year, the amount not taken accumulates to his credit from year to year during his employment.

Sick leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of his employment and fifteen (15) working days (1 1/4 per month) for each calendar year thereafter. If the Employee begins work after the fourth day of the month, he does not earn sick leave for that month.

Employees who do not utilize any of the sick time during a calendar quarterly period, January-March, April-June, July-September, October-December, shall receive an additional six and one-half (6.5) hours straight pay in cash. An Employee who uses no sick time during the calendar year shall receive additional six and one-half (6.5) hours straight pay in cash.

Medical Proof

A. The County may require the Employee to furnish medical proof or submit to a medical examination by a physician

appointed by the County at the County's expense, in determination of all new injuries. Said examination is to determine whether the injury is of a new nature or an aggravation of any past occurrence.

B. Additional reports may be required on a bi-weekly basis whether furnished by the Employee's physician at no cost or a County physician with such expenses to be paid for by the County.

ARTICLE XII

PERSONAL LEAVE

Subject to the approval of the Employer, which approval shall not be unreasonably withheld except in those cases when the Employee's absence may adversely affect the operation of his/her unit, each Employee shall have three (3) personal leave days per year. 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.

ARTICLE XIII

MATERNITY LEAVE

The right of the Female Employees shall include but not limited to the following provisions.

1. Female law enforcement officers shall advise her employer of her pregnancy upon her knowledge of same.
2. Female law enforcement officers shall be permitted to work so long as such work is permitted by her doctor. Said doctor shall be of the female law enforcement officer's own choosing.
3. Female law enforcement officers shall be limited to a maximum of six months (6 months) leave of absence during which time she may use any and all vacation time, sick time and compensation time, and any and all accumulated time benefits which she accrued.
4. Female law enforcement officers shall have the right to apply for an additional six months (6 months) leave of absence, to be approved on a case by case basis by the Prosecutor.
5. Male law enforcements officer shall be permitted to use up to ten (10) working days of accumulated sick time, compensation 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.



ARTICLE XIV

MILITARY LEAVE

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

ARTICLE XV

HOLIDAYS

The Employer has designated the following fourteen (14) days as holidays:

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

(1) Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the Employees, subject to prior approval by the Prosecutor.

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

(3) Holidays falling within a period of paid absence will entitle the Employee to pay for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off and Vacation Leave.

(4) Holidays falling during an unpaid leave of absence will not be credited.

(5) A Department Head may disallow holiday pay for any Employee who does not work the day before or the day following a holiday because of unauthorized sick leave.

ARTICLE XVI

TERMINAL LEAVE

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) who is covered by the Police and Fire Retirement System or the Public Employee's Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the Employee elects:

Option 1 - One-half (1/2) of the Employee's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum payment shall exceed Eighteen Thousand (\$18,000.00) Dollars or any greater sum permitted by law.

Option 2 - One (1) day of pay for each full year of service within the County of Bergen.

The Employee may at his or her option elect to receive his or her terminal leave payment in a single installment at any time up to eighteen (18) months from the date of termination.

In addition, in the event of the death of an Employee, the estate of that Employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the Employee has been employed by the County for seven (7) consecutive years.

ARTICLE XVII

FUNERAL LEAVE

Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, step-parents, 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.

ARTICLE XVIII

INJURY LEAVE

A. Injury leave, as distinguished from sick leave, shall mean paid leave given to an Employee due to absence from duty caused by an accident, illness, or injury which occurred while the Employee was performing duties and which is covered by Workers' Compensation insurance.

B. All payments which shall be made concerning the injury leave are subject to the same rules and regulations as Workers' 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 the Employee. If any Employee, absent from work due to an accident, illness, or injury covered by Workers' Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the Employee shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

C. The payments enumerated above will be made for a period not in excess of ninety (90) working days for each new and separate injury. After all injury leave is used, the Employee may be granted additional injury leave only upon approval of the Employer. After all injury leave is used, the Employee may elect

to use any sick leave, vacation or compensatory time due at the time of the injury.

D. Use of Injury Leave - Employees absent from duty due to an accident, illness, or injury covered by Workers' Compensation insurance, who have completed three (3) months' service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workers' Compensation Act.

E. Contested Injuries - Charges may be made against sick leave accrual, in any case where the County is contesting that the injury occurred on the job. In the event that the State determines in favor of the Employee, sick leave so charged shall be re-credited to the Employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the Employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of the injury, and to use vacation leave.

F. Medical Proofs - In order to limit the obligation of the County for each new separate injury, the County may require the Employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury to an aggravation of a former injury received while in the County service.

G. When an Employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be

necessary for the Employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the Employee can return to duty.

1. Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the Employee's anticipated return to duty.
2. In the absence of such certification, the Employee shall be removed from injury leave.

ARTICLE XIX

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.

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 designated representative.

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

Formal disciplinary charges brought pursuant to the Rules and Regulations Manual of the Prosecutor's Office, 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 Chapter III, 3:9.6 of the Manual of Rules and Regulations, Investigative Staff.

ARTICLE XX

HEALTH BENEFITS

1. MEDICAL INSURANCE

The Employer will provide and pay for Blue Cross/Blue Shield, Series 14/20, Rider J, and Prudential Major Medical Insurance, for Employees covered by this Agreement and their families.

2. DENTAL INSURANCE

The Employer will make available to Employees covered by this Agreement the existing New Jersey Dental Service, Inc. (Delta) Dental Plan, being Program III A, including orthodontic coverage not to exceed One Thousand (\$1000.00) Dollars per year per patient, or any other dental plan which becomes available during this Agreement, with the full premium being paid by the County.

3. DISABILITY INSURANCE

The Employer shall provide a disability benefits insurance program sponsored by Washington National Insurance Company, or such other company agreeable to both parties. The Employer shall pay the first Five (\$5.00) Dollars of the monthly premium for this coverage, and the remainder of the premium shall be paid through payroll deductions by those Employees who choose

to join the program, it being understood that no Employee shall be obliged to participate in said program.

The benefits under this disability insurance plan shall be the same as those provided, or about to be provided, by the County of Bergen to certain white collar Employees as an amendment to a Collective Bargaining Agreement between the County of Bergen as Employer, and New Jersey Labor Union, Local #1, as representative, dated March 10, 1980.

In the event the Employer desires to enter into a program of self-insurance to provide for disability coverage, as set forth above, the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in this Agreement shall be effective without the consent of both parties.

4. ANNUAL EXAMINATION

The Employer shall provide a complete medical examination, at the Employer's own cost and expense, to each member of the Local once during each calendar year. The medical examination shall include all of the medical examinations presently offered to Employees but shall also provide, at the Employee's option, the following examinations:

Stool Test

Pap Smear (Female)

Breast Examination (to include Mammography) (Female)

Proctoscope Examination

Hearing Examination

Prostate Examination

HDL, LDL, and Triglycerides

The Association agrees that the results of any such examination of any of its members shall be made known to the Employer upon his request.

5. EYE EXAMINATION

Each Employee covered by this contract shall be entitled to reimbursement of expenses by them for eye care. Each eye care shall include an annual eye examination with the result of such eye examination being forwarded to the Employer. A limit of One Hundred Twenty-Five (\$125.00) Dollars per year will be reimbursed upon receipt of proof expenditure.

6. PRESCRIPTION

The County shall provide a prescription payment benefits insurance program during the term of this Agreement, through the Hospital Service Plan of New Jersey (N.J. Blue Cross Plan) or through an insurance company acceptable to both the County and the Union, which plan shall provide the same or equal coverage as that provided to the Employees of the New Jersey Employees Labor Union, Local No. 1 and shall be subject to the following:

- A. The first Two (\$2.00) Dollars 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 County;
- B. Each prescription shall be for a supply of medication not to exceed thirty (30) days;
- C. Full premium to be paid by the County.

7. In the event the County desires to enter into a program of self-insurance regarding the coverage for the items set forth above, the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in the Agreement shall be effective without the consent of both parties.

ARTICLE XXI

CLOTHING

During 1990 and 1991 Lieutenants and Captains shall be entitled to an annual clothing allowance of Four Hundred (\$400.00) Dollars. For 1992 the annual clothing allowance shall be increased to Four Hundred and Fifty (\$450.00) Dollars per year. Payment of said allowances shall be made during the first pay period of the month of December.

ARTICLE XXII

LIABILITY INSURANCE

The Employer will provide insurance coverage to Employees covered under this Agreement, protecting them from all civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE XXIII

BULLETIN BOARD

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

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 XXIV

GRIEVANCE PROCEDURE

1. DISCIPLINARY ACTION

- A. Except as modified in Subparagraph (B) hereinafter, the procedures for the conduct of disciplinary proceedings involving members of the Association are set forth in Chapter III, Sections 3:7 through 3:10 of the Rules and Regulations Manual of the Bergen County Prosecutor's Office Investigative Staff.
- B. In any disciplinary matter in which an Employee in the classified service may be suspended by the Prosecutor for a period of more than five (5) days at one time, or receives a suspension or fine more than three (3) times, or for an aggregate of more than fifteen (15) days, in one calendar year, or may be demoted or removed from his or her position, he or she shall be issued a Preliminary Notice of Disciplinary Action. Thereafter the procedures set forth in the Rules and Regulations of the Civil Service Commission of the State of New Jersey shall be applicable, including those procedures governing appeals to the Civil Service Commission by an Employee in the classified service.

2. NON-DISCIPLINARY GRIEVANCES

- A. 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

misapplications of the terms of this Agreement shall be handled in the manner set forth in Chapter III, Section 3:11 of the Rules and Regulations of the Prosecutor's Office Investigative Staff. No changes in such procedure shall be implemented without prior notice to, the Association.

If a decision of the Prosecutor with respect to a grievance which involved a claimed violation, misinterpretation or misapplication of the terms of this Agreement is unsatisfactory to the Employee or the Association, the Employee or 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 Employee or the Association must deliver a Notice of Appeal to the Prosecutor within ten (10) days of the receipt by the Employee and the Association 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.

3. 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 XXV

FAIR SHARE PAYMENTS

In accordance with c. 447 of the 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 in the titles of Investigators, Senior Investigators, Lieutenant of Investigators/Detectives, Captain of Investigators/Detectives 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 to 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 c. 477 of the 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 Employer pursuant to the provisions of this Section of the Agreement.

In the event that Employees hired after the effective date of this Agreement or Employees who become permanent in the job titles covered by this Agreement after the effective date hereof, do not within thirty (30) days after such date of hire or after attaining such permanent status 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 XXVI

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance 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 XXVII

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 shall be immediately entitled to the same benefits. Other bargaining agents or unions include but are not limited to: New Jersey Labor Union, Local No. 1; Bergen County Police; Sheriff's Department and Investigators; Bergen Pines Hospital; Bergen County Road Department; et al.

ARTICLE XXVIII

SAFETY COMMITTEE

A. A Health and Safety Advisory Committee to review health and safety matters as they relate to the Lieutenants and Captains 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 Superior Officers Association of PBA Local 221.

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

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

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

ARTICLE XXIX

OFF DUTY ACTION

All Lieutenants and Captains covered by this Agreement who take any police action during his or her off duty hours which would have been taken by said Employee on active duty will be entitled to the rights and benefits protections concerning such action as if on active duty. However, with regard to the compensation of time, for said action, an elapsed amount of at least two (2) hours must take place before any eligibility for compensation accrues. Additionally, said Employee must make every effort at the earliest possible time to receive approval for his or her action by their immediate Supervisor.

ARTICLE XXX

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 herein are entitled by law.

ARTICLE XXXI

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 1990 and shall continue in full force and effect until December 31, 1992, or until a new contract is executed. All terms of this Agreement, except as hereinafter provided, shall be effective January 1, 1990.

ARTICLE XXXII


RESIDENCY

Subject to prior approval of the Prosecutor, employees covered by this agreement may reside anywhere with the State of New Jersey, as long as such residence is within a reasonable distance of Bergen County.

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
duly authorized representative and officers executed this
Agreement on the 26TH day of JANUARY, 1990.

PROSECUTOR OF BERGEN COUNTY



JOHN G. HOLD

SUPERIOR OFFICERS ASSOCIATION OF
PBA LOCAL NO. 221



CAPTAIN ALBERT MELLONE

APPENDIX A

STEP SYSTEM FOR 1990 - 1992

	<u>1/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>
LIEUTENANT	58,125	62,193	66,546
CAPTAIN	64,421	68,931	73,756

APPENDIX B

VACATIONS

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practical, subject only to the requirements of the Department.

2. The vacation period shall commence on January 1, and continue until December 31 of each year. The vacation allowance shall be as follows:

- A. Employees shall earn one (1) day per month in the first year of employment for the first eleven (11) months and four (4) days eligibility in the twelfth (12th) month provided the initial date of hire commences on or before the fourth (4th) calendar day of the month.
- B. From the beginning of the second (2nd) year, to and including the fifth (5th) year, Employees shall earn vacation at the rate of one and one-quarter (1 1/4) days per month [fifteen (15) days per year].
- C. From the beginning of the sixth (6th) year and thereafter, Employees shall earn vacation at the rate of one and two-third days per month [20 days per year].