

AGREEMENT

BETWEEN

THE OFFICE OF THE BERGEN COUNTY PROSECUTOR

AND

PBA LOCAL NO. 221

SUPERIOR OFFICERS, LIEUTENANTS AND CAPTAINS

JANUARY 1, 2008 through December 31, 2012

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT .....	3
I	RECOGNITION.....	3
II	MANAGEMENT RIGHTS.....	3
III	EMPLOYEES' BASIC RIGHTS.....	4
IV	EXISTING LAW.....	5
V	ASSOCIATION REPRESENTATIVES .....	6
VI	SALARIES.....	7
VII	OVERTIME WORK WITHOUT ADDITIONAL COMPENSATION....	8
VIII	LONGEVITY.....	9
IX	ON CALL REQUIREMENT.....	10
X	VACATION.....	10
XI	SICK LEAVE .....	10
XII	PERSONAL LEAVE .....	11
XIII	MATERNITY LEAVE.....	11
XIV	MILITARY LEAVE.....	12
XV	HOLIDAYS.....	13
XVI	TERMINAL LEAVE .....	13
XVII	FUNERAL LEAVE.....	16
XVIII	INJURY LEAVE.....	16
XIX	PERSONNEL FILES.....	16
XX	HEALTH BENEFITS .....	17
XXI	CLOTHING .....	22

XXII	INDEMNIFICATION OF EMPLOYEES .....	23
XXIII	BULLETIN BOARD .....	23
XXIV	GRIEVANCE PROCEDURES .....	24
XXV	FAIR SHARE PAYMENTS .....	25
XXVI	SAVINGS CLAUSE .....	26
XXVII	CHANGES, SUPPLEMENTS OR ALTERATIONS .....	27
XXVIII	SAFETY COMMITTEE .....	27
XXIX	OFF DUTY ACTION .....	28
XXX	NO WAIVER .....	28
XXXI	TERM AND RENEWAL .....	28
XXXII	RESIDENCY .....	29
XVIII	SIGNATURE PAGE .....	29
	APPENDIX A - BASE SALARY TABLE .....	30

## AGREEMENT

THIS AGREEMENT, made the day and year below written by and between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, here-in after referred to as "the Prosecutor" or "the Employer" or the "BCPO" and P.B.A. 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 Local 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 all operations of the BCPO; to discontinue, reorganize or combine any section or unit 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 a reduction in the work force; and in all respects to carry out all of 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 1968, the Employer hereby agrees that every Employee shall have the right to freely 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, contrary to law, 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, of the Constitution of New Jersey and 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 by reasons 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 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 they are Employees covered by this Agreement or the Association's attorney.

The Association shall furnish to 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 the Employee Manual of the BCPO or other methods required by law;

(B) To transmit 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. Any monies due as a result of this Agreement shall be paid during the first period following the rate change in accordance with past practice.

(B) The usual work week for employees covered by this Agreement shall consist of five days, Monday through Friday. The usual work day shall be from 9:00 a.m. to 5:00 p.m., 8:30 a.m. to 4:30 p.m., or a "second shift", defined as an eight 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 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.

(C) 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 prescriptions 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 hours per week will be assigned only when, in the judgment of the Chief or, in the case of Lieutenants, the Captain determines 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 week pay period. Overtime is defined as hours worked in any one 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-week pay 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-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

### LONGEVITY

Longevity is omitted. Solely for the purposes of the year 2008, to the extent that an employee has received longevity payments, said sums shall be recovered by the County of Bergen in a form and manner consistent with the sound implementation of payroll practices.

## ARTICLE IX

### 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 X

### 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 13.33 hours per month of employment, which equals twenty days, or 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 XI

### 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 hour normal work week, Employees accrue 10.0 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 XII

### 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 four (4) personal leave days and each Employee of the rank of Captain shall have four (4) 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 pro-rated 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. Solely for the purposes of the year 2008, to the extent an employee has already used more than four (4) personal days since January 1, 2008, the parties agree that there will be an adjustment of that employee's sick days accrued in 2008 to offset the use of the personal leave days in excess of four (4) days.

## ARTICLE XIII

### 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 officers shall be permitted to work so long as such work is permitted by the employees' 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 compensation time, and any and all accumulated time benefits which they have accrued;

4. Female law enforcement officers shall have the right to 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, 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.

Any provision of this article contrary to law shall be void.

#### ARTICLE XIV

#### MILITARY LEAVE

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

## ARTICLE XV

### HOLIDAYS

A. The holiday policies of the BCPO are set forth in the Employee 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 in to work on one 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 XVI

### 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 Employee's 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 pay received during the last 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 \$25,000.00.

Option 2 - Two 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 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 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 can 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 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 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 850 to 1,149 hours of used 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 XVII

#### 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 XVIII

#### INJURY LEAVE

The injury leave policies of the 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 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 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 XX

### HEALTH BENEFITS

#### A. MEDICAL INSURANCE

Premiums for the current medical insurance plan (Horizon Blue Cross Blue Shield, effective 01/01/03) previously provided to BCPO employees and their eligible dependents shall continue to be paid by the Employer. 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 years of service in the New Jersey Public Employees Retirement System (PERS) or New Jersey Police and Firemen'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.

#### 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 plans all provide for a maximum annual benefit of \$1,300 for dental services and a maximum lifetime benefit of \$1,300 for orthodontic services with a twenty-five Dollar (\$25.00) deductible, per patient, per calendar year, with a co-payment thereafter based on stated percentages of 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 percent (50%) by the Employer and fifty percent (50%) by the Employee. Employees who choose 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 percent (70%) of the Employee's weekly wage to a maximum of \$150.00 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 State Health Benefits Plan, 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 his sole discretion either to provide for a continuation of health benefits coverage or to allow the 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:

Generic:	\$7.50
Preferred:	\$15.00
Non-preferred brand name:	\$45.00

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.

#### E. EYE CARE

The Employer shall reimburse Employees for expenses incurred by them and by 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 \$150.00 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 provide 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 company affording coverage to the Employee, the premiums for which insurance coverage are paid by the Employer.

## ARTICLE XXI

### 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 bullet-proof vests, helmets and turn out coats.

## ARTICLE XXII

### 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; and 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; and that such indemnification and payment of claims shall be to the extent permitted under N.J.S.A. 59:1-1 et seq.

## ARTICLE XXIII

### BULLETIN BOARD

The Employer will supply one 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 XXIV

### GRIEVANCE PROCEDURE

#### A. DISCIPLINARY ACTION

The procedures for disciplinary proceedings involving members of the Association are set forth in Chapter 2 of the BCPO 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 BCPO Employee Manual. No changes in such procedure shall be implemented without prior notice to the 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, 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 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 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 ranks of Lieutenant and Captain 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 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 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, 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 circumstances shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other person 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 ALTERATION

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: New Jersey Labor Union, Local No.1; Bergen County Prosecutor's Office PBA Local No. 221 Investigators/Sergeants; Bergen County Police; Sheriff's Department and Investigators; Bergen County Road Department; et al.

## ARTICLE XXVIII

### 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 the request of the Safety Committee.

#### ARTICLE XXIX

#### 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 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 and Employer herein are entitled by law.

#### ARTICLE XXXI

#### TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2008, and shall continue in full force and effect until December 31, 2012, or until a new contract is executed.

ARTICLE XXXII

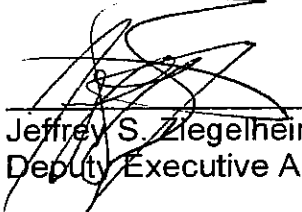
RESIDENCY

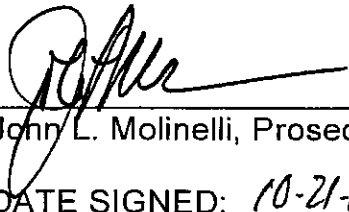
Subject to prior approval of the Prosecutor, Employees covered by this Agreement may reside anywhere within the State of New Jersey, as long as such residence is within a reasonable distance of Bergen County, and such approval once granted shall not be unreasonably withdrawn. It shall be the sole exclusive 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 the day and year below written.

Attest

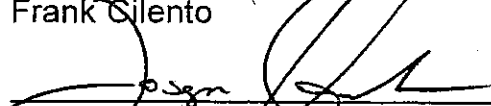
BERGEN COUNTY PROSECUTOR

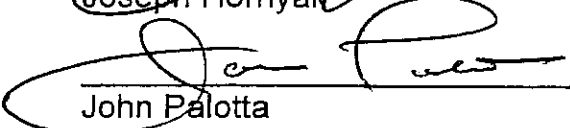
  
\_\_\_\_\_  
Jeffrey S. Ziegelheim,  
Deputy Executive Assistant Prosecutor

  
\_\_\_\_\_  
John L. Molinelli, Prosecutor  
DATE SIGNED: 10-21-08

PBA Local 221 Superior Officers  
Association

  
\_\_\_\_\_  
Frank Silento

  
\_\_\_\_\_  
Joseph Hornyak

  
\_\_\_\_\_  
John Palotta

DATE SIGNED: 10/21/08

APPENDIX A

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

**3.50%**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Captains	136,383	141,156	146,097	151,210	156,503	161,980
Lieutenants	129,810	134,353	139,056	143,923	148,960	154,174