

2-0246

STORAGE

THIS DOES NOT  
CIRCULATE

AGREEMENT *Bergen*  
COUNTY OF BERGEN

JUN 17 1977  
02-00  
*Bergen*

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 221  
DETECTIVES AND INVESTIGATORS, PROSECUTOR'S  
OFFICE

1976 - 1979

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JUL 20 1979

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THIS AGREEMENT made this 22<sup>nd</sup> day of June 1977 between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as "County", and Policemen's Benevolent Association, Local 221, Detectives and Investigators, Bergen County Prosecutor's Office, hereinafter referred to as "Local 221".

WHEREAS on January 21st, 1977, a Judgment was entered in a civil action in the Superior Court of New Jersey (Law Division - Bergen County,) entitled Joseph C. Woodcock, Jr., Bergen County Prosecutor vs. Board of Chosen Freeholders, County of Bergen, New Jersey, Docket No. L 4937-76, which Judgment established a step system and salary guide for Investigative personnel in the Bergen County Prosecutor's Office; and

WHEREAS, a notice of appeal from said Judgment was filed thereafter with the Appellate Division of the Superior Court by the Board of Chosen Freeholders; and

WHEREAS, the County and Local 221 recognize that it will be beneficial to both parties and will promote mutual understanding and foster a harmonious relationship to discontinue the said appeal, and to enter into a collective bargaining agreement;

NOW THEREFORE, it is agreed as follows:

ARTICLE I. RECOGNITION

The County hereby recognizes Local 221 as the sole and exclusive representative of all Prosecutor's Investigators and Detectives, including all Superior Officers except the Chief of Detectives, covered under this agreement.

ARTICLE II. TERM OF AGREEMENT

This agreement shall be in force from January 1, 1976 to December 31, 1979. All provisions shall remain in full force and

step in their respective classification (i.e. Investigators, Detectives, Lieutenants and Captains).

(3) Detectives and Investigators who are not eligible to receive a cost of living adjustment in accordance with subparagraph (2) above, but who during the effective period of this agreement complete one year of service in the maximum step in their classification shall, on said anniversary date, receive a cost of living adjustment equal to the accumulated cost of living increments previously granted pursuant to subparagraph (2) above, using calendar year 1976 as the base year. (The intention being that such detectives and investigators shall thereby recapture cost of living increments previously deferred while they were receiving annual increases provided by the step system).

(4) Cost of Living adjustments shall be added to the base pay of the individual detective and investigator eligible therefore, but shall not be applied to the step system established by the Court's judgment of January 21, 1977.

(5) Those detectives and investigators eligible to receive a cost of living adjustment on January 1, 1977 in accordance with subparagraph (2) above, shall receive as soon as practicable after the execution of this agreement, a lump sum payment representing the retroactive portion of the adjustment due from January 1, 1977 to date, and shall hereafter receive the cost of living increase as part of base pay, which shall be adjusted accordingly.

#### ARTICLE V. LONGEVITY

(1) Payments shall be made to employees with unbroken continuous long term service as follows:

ARTICLE VII. SICK LEAVE ON RETIREMENT

An employee, upon retirement, (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement and Early Retirement, but not Deferred Retirement) or an employee who terminates his service after reaching age 60 who is not covered by 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 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 \$12,000.00.

Option 2 - One day of pay for each full year of service with the County of Bergen.

In the event of the death of an active employee, who has reached age 60, terminal leave shall be paid to his estate in accordance with the option selected.

ARTICLE VIII. OVERTIME

A total of \$500. per year in lieu of all overtime worked beyond the 40 hour work week shall be paid to each Detective, Investigator and Superior Officer. The payment shall be made in two installments of \$250. each, payable in the first pay period of May and October. ✓

ARTICLE IX. PERSONAL LEAVE

Each Detective, Investigator and Superior Officer shall be entitled to one day of personal leave with pay for each calendar year during the term of this agreement. The Prosecutor must be notified in advance and approval of the Prosecutor must be obtained.

shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing his duties and which is covered by Workmen's Compensation Insurance.

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

(c) The payments enumerated above will be made for a period not in excess of 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 Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of injury

(d) Use of injury leave - employees absent from duty due to an accident, illness or injury covered by Workmen's Compensatory Insurance, who have completed three months service,

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 weeks thereafter indicating the current status of the employee's health and the time of his anticipated return to duty.

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

(3) Funeral Leave

a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

ARTICLE XIII. LEAVE OF ABSENCE

(1) Leave without pay - A permanent employee may, for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

(3) Military leave shall be granted as prescribed by Federal or State law.

ARTICLE XIV. VACATION

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

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

(a) Employees shall earn one day per month in the first year of employment for the first 11 months and 4 days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.

(b) From the beginning of the second year, to and including the fifth year, employees shall earn vacation at the rate of  $1\frac{1}{4}$  days per month. (15 days per year).

(c) From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of  $1\frac{2}{3}$  days per month. (20 days per year).

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

ARTICLE XV. HOLIDAYS

(1) Bergen County observes the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day

EXHIBIT "A"

FILED  
WITH THE COURT

JAN 21 1977

JOSEPH C. WOODCOCK, JR.,  
Bergen County Prosecutor,  
Court House  
Hackensack, N.J. 07601  
(201) 646-2300

THEODORE W. TRAUTWEIN  
Assignment Judge, Bergen County  
HACKENSACK, N. J.  
SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION. BERGEN COUNTY

Docket No. L-4937-76  
Bergen County No. 76-5329

JOSEPH C. WOODCOCK, JR.,  
Bergen County Prosecutor,

Plaintiff,

vs.

BOARD OF CHOSEN FREEHOLDERS,  
County of Bergen, New  
Jersey,

Defendant.

This matter having come on before the Court on November 11, 18, 19, 29 and December 2, 1976 before the Honorable Theodore W. Trautwein, and Joseph C. Woodcock, Jr., appearing on behalf of plaintiff, and Vincent P. Rigolosi, Esquire, appearing on behalf of defendant, and the Court having rendered an oral opinion on December 23, 1976 setting forth findings of fact and conclusions of law which are hereby incorporated by reference as though set forth herein at length.

It is on this 21<sup>st</sup> day of Jan 1977

ORDERED that the Board of Chosen Freeholders of the County of Bergen, New Jersey, establish the following salary guide and step system for Investigative personnel in the Prosecutor's Office:



percentage of increase in the step in which that individual is concerned shall then be implemented on January 1, 1977; and,

FURTHER, the Court reserves unto itself the right to supplement and amend the findings of fact and conclusions of law as set forth in its oral opinion.

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THEODORE W. TRAUTWEIN, A.J.S.C.

THEODORE W. TRAUTWEIN  
~~THEODORE W. TRAUTWEIN, A.J.S.C.~~

I hereby consent to the form ~~and entry~~ of the above Order.



VINCENT P. RIGOLSI, Esquire  
Attorney for Defendant.