

Contract no. 1124

F

LIBRARY  
RUTGERS UNIVERSITY

AGREEMENT

between

THE OFFICE OF THE  
BERGEN COUNTY PROSECUTOR

and

THE NEW JERSEY EMPLOYEES LABOR UNION  
NO. 1/SEIU LOCAL 1988, AFL-CIO, CLC

for

Calendar Years:

1991

1992

1993

APPROVED:

TABLE OF CONTENTS

PREAMBLE ..... 1

ARTICLE I - RECOGNITION AND DEFINITIONS..... 2

ARTICLE I(A) - FUNDING OF AGREEMENT..... 2

ARTICLE II - TERM OF AGREEMENT..... 3

ARTICLE III - COLLECTIVE NEGOTIATING PROCEDURE..... 3

ARTICLE IV - MANAGEMENT RIGHTS..... 5

ARTICLE V - DISCRIMINATION AND COERCION..... 6

ARTICLE VI - SALARIES AND WAGES..... 7

ARTICLE VII - LONGEVITY.....10

ARTICLE VIII - HEALTH BENEFITS.....11

ARTICLE IX - PERSONAL LEAVE.....16

ARTICLE X - WORK SCHEDULE, OVERTIME.....17

ARTICLE XI - PAY DURING ABSENCE.....22

ARTICLE XII - VACATION.....35

ARTICLE XIII - HOLIDAYS.....39

ARTICLE XIV - PENSION.....41

ARTICLE XV - GRIEVANCE PROCEDURES.....43

ARTICLE XVI - RELEASED TIME.....47

ARTICLE XVII - SENIORITY RIGHTS.....48

ARTICLE XVIII - DUES CHECKOFF AND AGENCY SHOP.....49

ARTICLE XIX - OUT OF TITLE WORK.....51

ARTICLE XX - PERSONNEL FILE.....52

ARTICLE XXI - LAYOFFS.....52

ARTICLE XXII - USE OF PERSONAL VEHICLE.....53

ARTICLE XXIII - TUITION REIMBURSEMENT.....54  
ARTICLE XXIV - PHYSICAL EXAMINATIONS.....55  
ARTICLE XXV - ELIMINATION OF 19 HOUR EMPLOYEES.....56  
ARTICLE XXVI - EMPLOYMENT OPPORTUNITIES.....56  
ARTICLE XXVII - CONTINUATION OF CONTRACT PROVISIONS.....57  
ARTICLE XXVIII - SEPARABILITY AND SAVINGS.....57  
ARTICLE XXIX - REPRESENTATIONS.....58

APPENDIX

SCHEDULE A..... i

**PREAMBLE**

**THIS AGREEMENT**, made this        day of        1992, between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, hereinafter referred to as "Prosecutor," and the New Jersey Employees Labor Union, Local #1/SEIU Local 1988, AFL-CIO, CLC, hereinafter referred to as the "Union."

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for white-collar employees:

**NOW, THEREFORE**, the parties agree as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS:

- A. The Prosecutor hereby recognizes the Union as the exclusive representative of the employees in the negotiating unit of all "white-collar" employees employed by the Prosecutor, but excluding all employees generally considered to be investigative, professional or managerial employees. Attached hereto as Schedule A is a list of all titles covered by this Agreement.

ARTICLE 1(A)

FUNDING OF AGREEMENT:

- A. Notwithstanding that the Bergen County Prosecutor's Office is "the public employer" party to this Agreement, the Union recognizes that it is the position of the Bergen County Prosecutor that the Bergen County Board of Chosen Freeholders is legally obligated by N.J.S. 2A:158-7 to pay necessary expenses incurred by the County Prosecutor in fulfilling his statutory responsibilities.

ARTICLE II

TERM OF AGREEMENT

- A. This agreement shall be in force from January 1, 1991 through December 31, 1993.

ARTICLE III

COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than two (2) representatives of each party, plus counsel and two experts, shall participate in collective negotiating meetings, except by consent of both parties.
- B. Collective negotiations for the contract period beginning January 1, 1994 shall commence in accordance with the Rules and Regulations of the Public Employment Relations Commission.
- C. Negotiating sessions shall begin and terminate at times which are mutually convenient for representatives of both parties, and the Union representatives (not exceeding the number shown in Section A) on duty during the periods agreed upon for

negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Union representatives for the negotiating sessions. If an emergency occurs during a period of negotiations, the negotiations may be terminated at that time and rescheduled for another date.



**ARTICLE IV**

**MANAGEMENT RIGHTS**

- A. Nothing in this contract shall abrogate the management rights of the Prosecutor. Except as otherwise provided herein, the Prosecutor retains the exclusive right to hire, direct and schedule the work force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by the New Jersey State Department of Personnel procedures; to introduce new or improved methods or facilities regardless or whether or not the same cause or reduction in the working force, and in all respects to carry out the ordinary and customary functions of management prerogative reserved solely to the discretion of the Prosecutor by the terms of this Agreement shall be made the subject of a grievance.



**ARTICLE V**

**DISCRIMINATION AND COERCION**

- A. There shall be no discrimination, interference or coercion by the Prosecutor or any of his agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Prosecutor nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VI

SALARIES AND WAGES

- A. 1. Effective as of the first payroll period of 1991, each employee shall receive a wage increase of 3 percent over the employee's salary rate as of the last payroll period of 1990.
- 2. Effective July 1, 1991, each employee shall receive a wage increase of 3 percent over the employee's then-existing salary rate.
- B. 1. Effective as of the first payroll period of 1992, each employee shall receive a wage increase of 3 percent over the employee's salary rate as of the last payroll period of 1991.
- 2. Effective July 1, 1992, each employee shall receive a 2.5 percent increase over the employee's then-existing salary rate.
- C. 1. Effective as of the first payroll period of 1993, each employee shall receive a wage increase of 5 percent over the employee's salary rate as of the last payroll period of 1992.



D. Anything to the contrary in Paragraphs A, B and C above, notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same percentage as received by the unit at large in that calendar year. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive increases in accordance with Paragraphs A, B and C above.

E. Shift Differential:

1. In the event that, during the course of the Agreement, any employees shall be required to work shifts, they shall be paid a shift differential of forty-five cents (\$.45) per hour for the late afternoon/evening shift; differential of fifty five cents (\$.55) per hour for the late evening/early morning shift (12 midnight), if they work either shift.
2. In the event employees eligible for shift differential are required to work overtime, their overtime shall be computed with regard to base pay and not as to combination of base pay and shift differential.
3. Employees who are classified are not eligible for overtime or compensatory time off and shall not be eligible for shift differential.

- F. If an employee is promoted or transferred to a title in a grade higher than the grade at which the employee's former title was located, the employee shall receive a salary increase in an amount equal to five percent (5%) of the employee's salary before the promotion or transfer occurred. If the Prosecutor wishes to grant the employee a salary increase greater than as set forth herein, the Prosecutor shall notify the Union of such action prior to the date of approval.
- G. Salary increases afforded herein are in recognition of the specialized category of work performed by employees of the Office of the Prosecutor.

ARTICLE VII

LONGEVITY

- A. During the term of this Agreement payments shall be made to employees with unbroken, continuous long-term service to the County as follows:
1. Employees completing 72 months (6 years) of service shall receive \$200.00
  2. Employees completing 108 months (9 years) of service shall received \$400.00.
  3. Employees completing 168 months (14 years) of service shall received \$800.00.
  4. Employees completing 228 months (19 years) of service shall received \$1,000.00.
- B. Longevity payments shall be included as part of the base salary.
- C. Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.
- D. Seasonal and per diem employees shall not be entitled to longevity.



ARTICLE VIII

HEALTH BENEFITS

A. Seasonal and per diem employees shall not be entitled to these benefits.

B. Basic Medical/Hospital

1. Premiums for the current Medical Insurance Plan equivalent to the State Health Benefits Plan previously provided for the Prosecutor's employees and their eligible dependents shall continue to be paid by the Prosecutor. Employees must work at least twenty hours per week to be eligible for such coverage. The Prosecutor reserves the right in his sole discretion to change insurance carriers or the plan at any time provided the coverage is equivalent to that which is presently in effect. The Prosecutor will notify the Union no less than 30 days in advance of its intent to make any such change.

C. Dental

1. The Prosecutor shall provide a Dental Benefits Insurance Program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program II-B, which plan provides for maximum annual benefits in the amount of \$1,000.00 for dental services and maximum annual benefits of \$1,000.00 for orthodontic services

with a Twenty-Five Dollar (\$25) deductible, per patient, per calendar year with co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by the Prosecutor. The Prosecutor reserves the right in his sole discretion to change insurance carriers or the plan at any time provided the coverage is equivalent to that which is presently in effect. The Prosecutor will notify the Union no less than 30 days in advance of its intent to make any such charge.

D. Disability

1. The Prosecutor shall provide a disability benefits insurance program during the term of this Agreement sponsored by John Hancock Mutual Life Insurance Company or a company agreeable to both parties, subject to the following conditions:
  - a. The premium shall be paid in the following proportion: Prosecutor - \$5.50; employee - \$3.40. Any increase in the premium over the premium stated herein shall be paid fifty percent (50%) by the Prosecutor 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 said program.

- b. The benefits to be provided shall be those as provided during the year 1990, except the waiting period shall be reduced to thirty (30) days. The plan shall include 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 payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time required to give him/her his/her normal biweekly pay.
- d. 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 Prosecutor for continuation of coverage under the Medical Insurance Plan, the Dental Program, the Disability Program, the Prescription Program and the Eye Care Plan at the expenses of the Prosecutor until either the employee is no longer disabled or a period of fifty-two weeks (52) has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The Prosecutor 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 unless otherwise required by law.

E. Prescription

1. The Prosecutor shall provide a prescription payment benefits insurance program during the term of this Agreement, through Paid Prescriptions of Paramus of the Medco Group, which plan shall provide the same or equal coverage as that provided to the employees of the Bergen Pines County Hospital and shall be subject to the following:
  - a. The first \$2.00 cost of the prescription shall be paid by the employee and the remainder of the cost shall be paid by the insurance company or the Prosecutor;
  - b. Each prescription shall be for a supply of medication not to exceed thirty (30) days;
  - c. Full premium to be paid by the Prosecutor.

F. Eye Care

1. The Prosecutor shall reimburse employees for expenses incurred by them for eye care, subject to the following:
  - a. The expenses 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
  - b. A bill for the expense or proof of the expenditure together with a voucher signed by the employee, shall have been submitted to the Prosecutor; and



- c. The expense is not covered by any other insurance program supplied by the Prosecutor under this Agreement; and
- d. The total reimbursement by the Prosecutor does not exceed \$125.00 for the year 1991 and \$250.00 for the period of 1992 through 1993.
- e. To be eligible for this benefit, an employee must have six (6) months of service.



**ARTICLE IX**

**PERSONAL LEAVE**

- A. Each employee in the white-collar unit shall be entitled to take one personal day in each year of this Agreement.  
Personal leave days may not be accrued. The Prosecutor or his designee must be notified in advance and, except in case of emergency, prior approval of the Prosecutor or his designee must be obtained.
- B. Part-time employees of the Computer Division's Operations Section shall receive personal days on a pro-rated basis. Any hours in excess of a full day for the part-time employee shall be credited to other approved leave time.
- C. Seasonal and per diem employees are not eligible.
- D. Employees must be employed for 3 months before becoming eligible for personal leave.

## ARTICLE X

### WORK SCHEDULE, OVERTIME

#### A. Work Schedule

1. The standard work week shall consist of five (5) days, Monday through Friday, from 9 a.m. to 4:30 p.m., with one hour off for lunch. The total work week is 32 1/2 hours or 65 hours each two-week period. For employees assigned to the Computer Division, the standard work week shall consist of five (5) days, Monday through Friday. The total work week shall be forty (40) hours or eighty (80) hours each two week period. Effective January 1, 1991, employees hired for the Operations Section of the Computer Division shall be subject to working a flexible schedule as determined at the time of hiring by the Office of the Prosecutor. The starting and ending times of each daily shift shall be negotiated between the Prosecutor and the Union as well as any changes that may occur from time to time hereafter.
2. a. In the event the Prosecutor's Office should implement a shift operation, standard hours shall be established by the Department Head so as not to exceed 65 hours in each two week period.



- b. All current employees assigned to the Operations Section of the Prosecutor's Computer Division shall work a regularly scheduled period from Monday through Friday. It is the intent of the Prosecutor to continue this policy. However, the Prosecutor retains the right of scheduling for all new employees, including possible regularly scheduled weekends.
3. The Prosecutor shall have the right, for the efficient operation of office affairs, and subject to prior negotiation with the Union, to make changes in starting and stopping time of the daily work schedule so long as the total work week does not exceed 65 hours in each two-week period.

B. Overtime

1. Overtime shall be paid as follows:
  - a. For hours worked in excess of 32 1/2 hours in one week or forty hours in one week, whichever is applicable under Section A.1 above, payment shall be at time and one-half.
  - b. The employee's standard hourly rate (annual salary divided by the applicable annual hours of work) shall be used in computation of overtime pay.
  - c. Part-time workers shall be entitled to the same payment for overtime as full time employees.

- d. When a snow emergency is declared by the Prosecutor or his designee, time worked by white-collar employees, other than the normal working hours, shall be paid at time and one half.
- e. When a holiday is observed during the regular biweekly pay period and the employee receives pay for that day, those hours shall be included in the computation of overtime for that period.
- f. When an employee receives sick pay or vacation pay during the regular biweekly pay period, those hours of sick or vacation pay shall be included in the computation of overtime for that period.
- g. When an employee is required to work on a holiday (as that term is defined in Article XIII hereinafter), he/she shall receive double time plus one-half for the hours worked. Part-time employees who actually work on the following specified holidays shall be entitled to time and one-half for all hours worked:

1992

Sunday, April 19, 1992 (Easter)  
Saturday, July 4, 1992 ((Independence Day)

1993

Sunday, April 11, 1993 (Easter)  
Sunday, July 4, 1993 (Independence Day)  
Saturday, December 25, 1993 (Christmas Day)

Part-time employees who do not work his/her assigned date do not receive said compensation.

h. Overtime must be authorized by the Prosecutor or his designee and entered on the weekly time sheets.

2. Overtime List

a. Overtime shall be assigned by the Office Manager on a rotating basis according to the appropriate job title for the work performed. An initial list shall be posted by the Prosecutor's designee with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he/she shall so indicate to the Prosecutor's designee in writing and thereafter overtime work shall not be offered to him/her. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify the Prosecutor's designee and his/her name shall thereafter be restored to the bottom of the said list.

3. Where necessary, in fulfillment of the Prosecutor's statutory authority, the Prosecutor or his designee shall have the right to call in any employee to work overtime.



4. When a full-time or part-time employee is called back to duty at the end of a regular shift, the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. The Prosecutor may require the four (4) hours to be actually worked. This shall not apply in the case of employees required to work overtime immediately after a regular shift.
5. Effective upon the ratification of this Agreement by the parties, an employee shall be entitled to a meal reimbursement provided the employee works two and one half hours (2 1/2) beyond the employee's normal work day. The reimbursement shall not exceed \$20.00 and is payable upon the presentation of a paid receipt submitted to the Prosecutor or his designee.

ARTICLE XI

PAY DURING ABSENCE

A. Unscheduled Absences

1. If for any reasons, an employee is unable to report for duty, he/she must notify the Prosecutor's designee as soon as possible, and before the scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

B. Scheduled Absences

1. When an employee is on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

C. Jury Duty

1. A Leave of Absence shall be granted to an employee called for jury duty. This Leave of Absence shall not be charged against the employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Prosecutor.

#### D. Sick Leave

1. If the employee is unable to report to work due to illness or for any other reason, it is essential that the Prosecutor's designee be notified according to office procedure. Failure to give proper notification could result in disapproval of the request for sick leave to be considered as an unscheduled absence.
2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Prosecutor or his designee. The Prosecutor or his designee retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request to require examination by a County physician if the Prosecutor has any questions as to the employee's condition.
3. Sick Leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.



4. Sick leave is earned and accumulated in the following manner:
  - a. One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1-1/4 per month) for each calendar year thereafter. If the employee begins work after the fifteenth day of the month, sick leave is not earned for that month.
5. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.
6. Seasonal or per diem employees are not eligible for sick leave.
7. Sick Leave may be granted for:
  - a. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
  - b. Serious illness of member of the employee's immediate family or household (as defined in Bereavement Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
  - c. In case of extended illness, the employee may use accrued compensatory time off or vacation leave.

d. Cosmetic surgery, in which case the employee shall arrange, with the reasonable approval of his or her Department Head, the scheduling of the surgery and attendant leave.

8. Accumulated sick leave is forfeited upon separation from service, except as provided for under "Terminal Leave" hereinafter.
9. Each employee who works one full calendar quarter without the use of sick leave shall be awarded one day's pay at his or her regular rate of pay within two (2) payroll periods from the close of the quarter. The four calendar quarters shall commence on January 1, April 1, July 1, and October 1. Each employee who works four (4) consecutive calendar quarters without the use of sick leave shall be awarded one additional day's pay at his or her regular rate of pay within two (2) payroll periods of the close of the final quarter. The maximum payment to be received within the period of any four (4) consecutive calendar quarters shall be five (5) days. No charge against accrued leave shall be made.

E. Injury Leave

1. 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 compensable under the Workers Compensation Statutes or any policy of Workers Compensation Insurance applicable to the said employee.



2. All payments which shall be made concerning 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 an 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 Prosecutor until such conditions have been fulfilled.
3. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Prosecutor. 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.
4. Use of Injury Leave
  - a. Employees absent from duty due to an accident, illness, or injury compensable under the Workers Compensation Statutes or any policy of Workers Compensation Insurance applicable to the said employees and who have completed three (3) months service with the Prosecutor will be compensated by

the Prosecutor on a biweekly basis at the regular base rate of pay for a period not in excess of 90 working days for each new and separate injury. Payments shall be made in either of the following ways.

- 1) A check issued by the County of Bergen in the full sum of the employee's base salary. Upon receipt of compensation checks for temporary disability during the 90-day period, the employee shall endorse those checks over to the Prosecutor. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Prosecutor shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar forms sent to the employee at the conclusion of each year shall not show such payments as income.
- 2) A check issued by the County of Bergen in an amount equal to the difference between the employee's base salary and the amount of partial disability Workers Compensation Insurance payments received by the employee during the said 90-day period.

If eligibility for such payments is contested by the Prosecutor, eligibility will be based on a determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Workers Compensation Act.

5. Contested Injuries

- a. Charges may be made against sick leave accrual, if any, in any case where the Prosecutor is contesting the employee's eligibility for injury leave. In the event that the Workers Compensation Division determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

6. Medical Proofs

- a. In order to limit the obligation of the Prosecutor for each new separate injury, the Prosecutor may require the employee to furnish medical proof or submit to medical examination by a physician designated by the Prosecutor at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Prosecutor's service.

7. 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.
  - a. 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 the employee's anticipated return to duty.
  - b. In the absence of such certification, the employee shall be removed from injury leave.
8. Bereavement Leave
  - a. Employees shall be entitled to four (4) working days leave with pay commencing with the date of death, as to 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, grandparents-in-law, grandchildren, or any other relative residing in the employee's household.
9. Terminal Leave
  - a. Employees, upon retirement (service retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement) or employees who terminate their service after



reaching age sixty (60) who are not covered by the Public Employees Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever is selected by the employee:

- 1) Option 1 - One half of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve-month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed eighteen thousand (\$18,000).
- 2) Option 2 - One day of pay, the hourly rate of pay having been computed as Option 1 above, for each full year of service.

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 Prosecutor for seven (7) consecutive years.

- b. Part-time employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

10. Leave of Absence

a. Leave without Pay

- 1) A permanent employee, for reasons satisfactory to the Prosecutor, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months provided it is considered to be in the best interest of the Prosecutor.
  - a) Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.
- 2) Personal leaves of absence are granted with the understanding that the employee intends to return to the Prosecutor's Office. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.
- 3) Employees on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

b. Maternity Leave

- 1) The right of the female employees covered by this Agreement shall include but not be limited to the following provisions:
  - a) Employee shall advise her employer of her pregnancy upon her knowledge of same.
  - b) Employee shall be permitted to work so long as such work is permitted by her doctor. Said doctor shall be of the employee's own choosing.
  - c) Employee shall be limited to a maximum of six (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 has accrued.
  - d) Employee shall have the right to apply for an additional six (6) months leave of absence, to be approved on a case-by-case basis by the Prosecutor.
  - e) Male employees shall be permitted to use up to ten (10) working days of accumulated sick time, compensation time, vacation time and/or other accumulated time benefits following the birth of their child.

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

c. Military Duty Leave

1) If the employee has permanent employee status, a leave of absence without pay shall be granted, except for the first two weeks which will be with pay, if the employee is required to serve actively in any component of the Armed forces of the United States or New Jersey. Military Duty Leave may extend to three months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Prosecutor prior to requesting leave time.

d. Military Training Leave

1) A full-time or part-time probationary or permanent employee, who is a member of any component of the Armed Forces of the United States or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of order for military training to the Prosecutor prior to requesting leave for such training. Any military pay received by the



employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Prosecutor had such training not be ordered. Except for employees in Section (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

- 2) A full-time or part-time provisional or unclassified employee who has been continuously employed by the Prosecutor for at least one full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section (1) above.
- 3) A full or part-time, temporary, provisional or unclassified employee who has not been continuously employed by the Prosecutor for at least one full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

## ARTICLE XII

### VACATION

- A. Vacation leave is earned and accumulated in the following manner.
1. One day per month in the first calendar year of employment for the first eleven (11) months and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month.
  2. From the beginning of the second calendar year to and including the fifth year, employees earn vacation time at the rate of 1 1/4 days per month (15 days per year).
  3. From the beginning of the sixth calendar year and thereafter, employees earn vacation at the rate of 1 2/3 days per month (20 days per year).
- B. Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.
- C. Seasonal, summer and per diem employees are not eligible for vacation leave.

D. 1. General

- a. When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.
- b. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made in the employee's final paycheck.
- c. Earned vacation leave for one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.
- d. If an employee resigns with proper notice or plans to retire, the employee may be paid for earned and unused vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2) years of unused vacation leave.

- e. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his/her estate.
- f. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.
- g. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.
- h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
- i. Seasonal and per diem employees are not eligible for vacation leave.
- j. If a holiday, observed by the Prosecutor, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off may be requested.



- k. Every effort is made to arrange vacation schedules to meet the individual desires of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the Office Manager. The Office Manager may require that vacations be scheduled in other than the summer months when the needs of the office require it.
- l. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one-week vacation is to be taken and the employee has notified the Office Manager at least thirty (30) days prior to the commencement of the vacation.

ARTICLE XIII

HOLIDAYS

A. The Prosecutor agrees to furnish the following holidays with pay to all employees covered by this Agreement:

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

B. 1. If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday.

2. 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, Vacation Leave and Funeral Leave.
3. Holidays falling during an unpaid leave of absence will not be credited.
4. The Prosecutor's designee, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.
5. Part-time employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day, except as otherwise provided in Article X, Section B 1(g).
6. Seasonal and per diem employees are not entitled to holidays.

## ARTICLE XIV

### PENSION

- A. The Prosecutor shall continue in effect the pension plan which is described, in part, as follows:
1. Membership in the contributory pension plan is compulsory for and only offered to permanent employees, classified employees, and all of those uncertified employees who have been employed by the Prosecutor for a period of not less than (1) year and who earn more than \$300 per year. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the retiring member or beneficiary may qualify. Pension planning and advisory service are available in the Personnel Department. Employees are encouraged to make use of this service early in their careers.
  2. Employees who are required to join the Retirement System receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribed to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be



reinstated. The employee's rate of contribution for this additional life insurance of 3/4 of 1 percent of base salary.

3. The total amount of life insurance payable to the employee's estate depends upon three things: Annual salary, age and pension membership status at the time of death. If actively employed at the time of death, insurance coverage is 1 1/2 times of the employee's annual salary or three times if the employee has Contributory Life Insurance coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him/her but the total amount of coverage is reduced.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### A. Major Suspensions

1. In any case where a permanent employee in the classified service, as defined in Title 11 of the State Department of Personnel Regulations of the State of New Jersey, or where a temporary or provisional employee who has been employed by the Prosecutor for at least 90 days is suspended by the Prosecutor for a period of more than five (5) days at one time or receives suspensions or fines more than three (3) times or an aggregate of more than fifteen (15) days in one calendar year or is demoted or is removed from his position, he or she shall be issued a Preliminary Notice of Disciplinary Action. The employee shall have the right to appeal for a hearing before the Prosecutor or his designee and shall file a written notice of such appeal with the Prosecutor within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action. The Prosecutor shall conduct a hearing no sooner than ten (10) days nor more than thirty (30) days after service of the Notice of Appeal unless mutually extended, and shall make specific findings of fact for his final consideration and determination. The procedures set forth in the State Department of Personnel Rules for the State of New Jersey shall also be applicable to those employees who are subject to such rules.

2. The Union shall have the right to represent any employee requesting representation, but individual employees shall have the right to elect to represent themselves.
3. The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine, demotion or removal.
4. An employee of the Prosecutor's Office not in the classified service, defined in the State Department of Personnel Rules for the State of New Jersey and not serving in a title set forth in Schedule A, attached hereto, or in a title generally considered to be a white-collar, nonmanagement title, and who was appointed by the Prosecutor and who is serving at the pleasure of said Prosecutor is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

B. **Grievances** and Minor Suspension

1. Any grievance relating to the position, wages or working conditions of an employee, including suspension for five (5) days or less, fines, demotions or other disciplinary actions not covered in Paragraph 1 above, shall be handled in the manner set forth below and at all stages of the grievance procedure. The employee may elect to be represented by the Union or to represent himself or herself.

- a. The employee should discuss the grievance with his/her immediate supervisor. If the employee or the Union is not satisfied with the result of the discussion, the employee or the Union may file a written notice of grievance with the department head. If, for any reason, the employee does not wish to discuss the grievance with the supervisor, the employee or the Union may begin the procedure with the written notice to the Department Head.
- b. The department head shall make a determination of the grievance within five (5) days of the date it is received and shall advise the employee and the Union of the decision in writing.
- c. The employee or the Union may appeal the decision of the department head by appealing to the Prosecutor, forwarding copies of all previous writings on the matter. The Prosecutor shall determine whether a hearing is necessary on the grievance and if the Prosecutor finds that a hearing is needed, may either conduct the hearing or assign it to a hearing officer. The Prosecutor shall decide the matter within ten (10) days after the final date of the hearing and shall issue a written decision to the employee and the Union.



d. If the decision of the Prosecutor is not satisfactory to the employee or the Union, the employee or the Union shall have the right to submit only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this Agreement or which relate to working conditions affecting the employees of the unit to an arbitrator appointed by the parties from the arbitration panel maintained by the State Board of Mediation of the State of New Jersey. The employee or the Union must deliver to the Prosecutor written notice of the decision to appeal to the State Board of Mediation within (10) days of the receipt by the employee and the Union 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 nor subtract from the terms of the Agreement and the referenced policies. 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 expense shall be borne equally by the parties.

**ARTICLE XVI**

**RELEASED TIME**

- A. In order to provide the orderly handling of grievance matters, the Shop Steward or the Shop Steward's designee shall be released from his or her duties for reasonable periods of time for the purpose of handling such grievance matters.

ARTICLE XVII

SENIORITY RIGHTS

- A. Seniority shall be considered as a factor with respect to changes in job assignment, hours or working conditions within that title only.
- B. Seniority shall be based on New Jersey State Department of Personnel title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the New Jersey State Department of Personnel, seniority shall be based upon length of service with the Prosecutor.
- C. Placement in a different job assignment pursuant to Paragraph A, above, shall be on a probationary status for ninety (90) days. During that period, the Prosecutor shall evaluate the employee's performance, and if in his sole discretion the employee's performance is deemed inadequate, the employee shall be returned to his/her former position.

## ARTICLE XVIII

### DUES CHECKOFF AND AGENCY SHOP

- A. The Employer agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union or the County Treasurer, who shall remit same to the Union at regular intervals (on payroll dates).
- B. Notwithstanding anything to the contrary in this Article, the Employer shall have no obligation to make such deductions until and unless it receives the signed authorization from the employee in accordance with the Union authorization form. The Employer shall notify the Union President of new employees no later than 14 days from the date of hire.
- C. The Employer shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Employer written notices authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues to the Union and shall forward that amount to the Union at regular intervals (on payroll dates). The Union shall provide the Employer with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.



D. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the County which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of negligence by the Employer.

**ARTICLE XIX**

**OUT OF TITLE WORK**

- A. In the event a permanent employee is temporarily assigned by the Office Manager to perform duties which are not set forth in the employee's New Jersey State Department of Personnel job description and which are duties set forth in a New Jersey State Department of Personnel job description of a higher title and the employee performs these duties during fifty (50) percent of his/her working time over a period in excess of four (4) consecutive months, the employee shall be forthwith provisionally appointed by the Prosecutor to the said higher title and shall be paid accordingly, pending the results of a New Jersey State Department of Personnel promotional examination. If the employee, as a result of the promotional examination, it is not eligible for permanent appointment to the said title, the employee will revert to the previous permanent title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title.

**ARTICLE XX**

**PERSONNEL FILE**

- A. All entries in an employee's personnel file shall be contained in the Prosecutor's Personnel file. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character, shall be placed in the Prosecutor's file without first having been shown to the employee and the employee having been given the opportunity to place his or her initials thereon. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry, but shall solely acknowledge notice of the entry.

**ARTICLE XXI**

**LAYOFFS**

- A. In the event layoffs become necessary, the provisions of the New Jersey Department of Personnel Rules 4:1-16 to 4:1-16.6 shall be followed.
- B. Notice shall be forwarded to the Union by the Prosecutor of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.



**ARTICLE XXII**

**USE OF PERSONAL VEHICLE**

- A. Whenever an employee is required to use his or her own vehicle on Prosecutor's Office business, he or she shall be compensated for such usage at the rate of \$.25 per mile.



ARTICLE XXIII

TUITION REIMBURSEMENT

- A. The Prosecutor shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning provided:
1. The course is directly job-related and has received the prior approval of the Prosecutor, which approval shall not be unreasonably withheld;
  2. The course or its equivalent is not offered by the Prosecutor, at no cost to the employee;
  3. The cost to the Prosecutor shall not exceed fifty dollars (\$50) per credit;
  4. No employee shall be entitled to reimbursement for more than six (6) credits per year;
  5. The employee has successfully completed the course and proof thereof has been furnished to the Prosecutor.
    - a. For all courses taken by employees and approved by the Prosecutor, which courses are job-related, the employee shall be reimbursed for the cost of such course upon presentation of evidence demonstrating successful completion (eg., computer programming).

ARTICLE XXIV

PHYSICAL EXAMINATIONS

- A. Each employee shall be entitled to receive a physical examination to be conducted at Bergen Pines County Hospital or another site mutually agreed upon by the Employer and the Union consisting of the following: Chest X-ray; SMA series of blood tests, 23 in number; urine analysis; EKG; blood pressure test. In addition, female employees may have a breast examination and PAP smear test. All or any portion of the testing may be voluntary on the part of the employee.
- B. Each employee desiring a physical examination shall so indicate, in writing, to his/her Department Head on or before May 1 of each year; the physical examination shall be scheduled by the Employer on or before September 1 of each year.
- C. 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.
- D. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.
- E. The employee shall not be entitled to any salary or other payment if the examination is required to be scheduled outside of the employee's normal working hours.

**ARTICLE XXV**

**ELIMINATION OF 19-HOUR EMPLOYEES**

- A. Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement. Employees who work less than twenty (20) hours per week shall not be entitled to receive such fringe benefits.
- B. The Prosecutor shall have the right to hire less than twenty (20) hours per week, part-time employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring of a twenty (20) hour per week employee, and five (5) days' written notification prior to the hiring is given to the Union.

**ARTICLE XXVI**

**EMPLOYMENT OPPORTUNITIES**

- A. The Prosecutor agrees to notify the County of Bergen of vacancies within the Prosecutor's Office, which will then be distributed to all County Departments and the Union for the Office of the Prosecutor.

**ARTICLE XXVII**

**CONTINUATION OF CONTRACT PROVISIONS**

- A. All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

**ARTICLE XXVIII**

**SEPARABILITY AND SAVINGS**

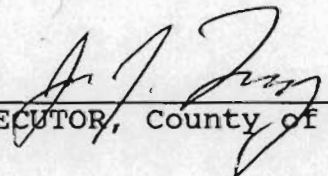
- A. In the event that any provision of this Agreement is adjudicated illegal or unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect.



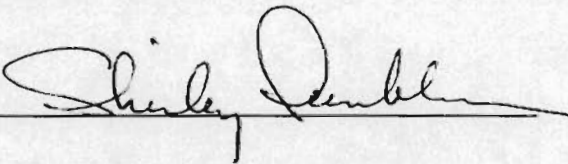
**ARTICLE XXIX**  
**REPRESENTATIONS**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

WITNESS:

\_\_\_\_\_ BY:  \_\_\_\_\_  
PROSECUTOR, County of Bergen

NEW JERSEY EMPLOYEES LABOR  
UNION, NO. 1/SEIU LOCAL 1988,  
ALF-CIO, CLC

\_\_\_\_\_ BY:  \_\_\_\_\_  
\_\_\_\_\_



## SCHEDULE A

TITLE	GRADE
Administrative Clerk, Prosecutor's Office	10
Administrative Secretary	18
Clerk	5
Clerk Stenographer	8
Clerk Typist	6
Computer Operator	F12
Computer Operator (Part Time)	12
Confidential Secretary	14
Data Entry Machine Operator	8
Data Processing Programmer	15
Data Processing Systems Programmer	18
Docket Clerk	7
Junior Data Processing Programmer	15
Legal Stenographer	12
Management Information Systems Specialist	22
Principal Clerk Stenographer	14
Principal Date Processing Programmer	20
Principal Legal Stenographer	15
Receptionist	6
Senior Clerk	9
Senior Clerk Stenographer	10
Senior Clerk Typist	9

Senior Computer Operator	F14
Senior Data Entry Keypunch	10
Senior Data Entry Machine Operator	10
Senior Data Processing Programmer	19
Senior Docket Clerk	10
Senior Docket Clerk (Typist)	10
Senior Legal Stenographer	14
Senior Receptionist (Typist)	9
Senior Telephone Operator/Receptionist	10
Supervising Account Clerk	16
Supervising Clerk Stenographer	16
Supervisor Criminal Information Records	18
Supervisor of Data Machine Entry	17
Supervisor of Records	17
Telephone Operator	7
Telephone Operator - Receptionist	8
Terminal Operator	7

MEMORANDUM OF UNDERSTANDING

This Agreement made this                      day of                      ,  
1992, between the Office of the Bergen County Prosecutor and  
NJELU No. 1/SEIU LOCAL 1988, AFL-CIO, CLC with respect to the  
employees within the Office of the Prosecutor, is intended to  
reflect an understanding between the parties with respect to  
certain items relating to the working conditions of the employees  
within the Office of the Prosecutor.

- A. It is understood and agreed that each employee covered herein is entitled to two additional personal days per annum, effective January 1, 1992, which shall be applied in accordance with Article IX of the work contract.
  
- B. It is understood and agreed by the parties that with respect to the computation of overtime, the employees who are required to perform services for the Office of the Prosecutor, beyond the close of the work day, which extends two (2) hours beyond their normal work day, shall receive time and one-half (1 1/2) for all hours worked beyond the work day with a minimum guarantee of four (4) hours pay at the time and one-half (1 1/2) rate.



- C. Employees covered herein who are recalled to work in the Office of the Prosecutor subsequent to 10 p.m. are entitled to receive overtime pay at the time and one-half (1 1/2) hour rate for all hours so worked, with a minimum guarantee of six (6) hours pay at the time and one-half (1 1/2) rate.
- D. The employees covered by this Agreement may be entitled to share time worked with another employee provided both employees are qualified to perform the duties required. Such "time sharing" shall be at the sole discretion of and subject to the sole approval of the Prosecutor. Each employee, in that event, must work twenty (20) or more hours per week.

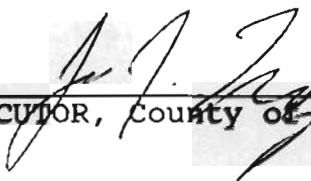
Eg. Employee A works 8:30 to 12:30 Monday through Friday and Employee B works 12:30 to 4:30 Monday through Friday.

E. When an employee is required to work outside the normally scheduled work hours of the regular business day, an escort to and from the employee's vehicle shall be provided by the Employer.

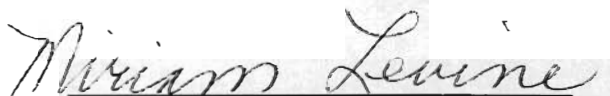
IN WITNESS WHEREOF, the parties hereto have cause these presents to be signed and attested by its proper officers and the signatories.

\_\_\_\_\_

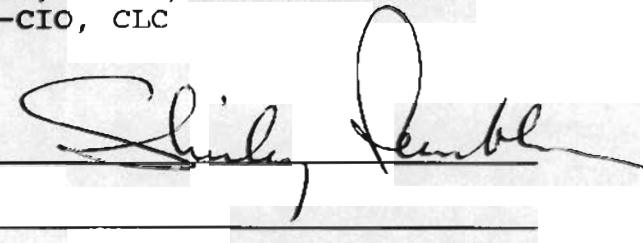
BY:

  
PROSECUTOR, County of Bergen

NEW JERSEY EMPLOYEES LABOR  
UNION, NO. 1/SEIU LOCAL 1988  
AFL-CIO, CLC

  
\_\_\_\_\_

BY:

  
\_\_\_\_\_