

ADDENDUM

THIS ADDENDUM, by and between the OFFICE OF BERGEN COUNTY PROSECUTOR (hereinafter referred to as the "Prosecutor") and PBA LOCAL NO. 221, INVESTIGATORS AND SERGEANTS (hereinafter referred to as the "Union") made and entered into this day 14 day of July, 2022. (Both are hereinafter referred to as "Parties")

WHEREAS, the Parties above entered into good faith negotiations and arrived at a tentative agreement for a new collective bargaining agreement for the periods of January 2, 2021 through December 31, 2021 and of January 1, 2022 through December 31, 2024; and,

WHEREAS, the Parties drafted and reviewed a new collective bargaining agreement for the aforementioned periods and both parties missed the scrivener error as to language in Article XVI, §A that had been included in these collective bargaining agreements that was previously eliminated in the 2018-2020 collective bargaining agreement and was never agreed to be reinstated in any future collective bargaining agreements by the Parties; and,

WHEREAS, the Parties have agreed to this Addendum to resolve said scrivener error as it related to Article XVI, §A.

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

1. The provisions of this Addendum are subject to execution by the authorized representative of the Prosecutor and the Union
2. The provisions of Article XVI, Terminal Leave, for the collective bargaining agreements covering calendar year 2021 and calendar years 2022 through 2024 shall now read in its entirety:

ARTICLE XVI TERMINAL LEAVE

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

1. the Employee has at least twenty (20) years of service and has submitted his/her irrevocable retirement papers with a specific retirement date; and,
2. the Employee has submitted a written request for a terminal leave of absence, which, if approved, must be taken in advance of the specific retirement date so as to expire on that date; and,

3. the Employee has not used more than eighty (80) hours of approved sick leave during the preceding twelve (12) months of employment (this provision may be waived in the sole discretion of the Prosecutor); and,
4. the Employee leaves the employ of BCPO in good standing and not as a result of an involuntary dismissal.

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

1. if an Employee has accumulated One Thousand Seven Hundred (1,700) or more hours of unused sick leave as of the date terminal leave is to commence, he/she will be granted sixty (60) calendar days of terminal leave;
2. if an Employee has accumulated One Thousand One Hundred Fifty to One Thousand Six Hundred Ninety-Nine (1,150 to 1,699) hours of unused sick leave as of the date terminal leave is to commence, he/she will be granted forty-five (45) calendar days of terminal leave;
3. if an Employee has accumulated Eight Hundred Fifty One Thousand One Hundred Forty-Nine (850 to 1,149) hours of unused sick leave as of the date terminal leave is to commence, he/she will be granted thirty (30) calendar days of terminal leave.

Note: In calculating pay during 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."

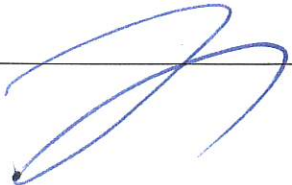
3. All other provisions of the collective bargaining agreements for 2021 and 2022 through 2024 between the Prosecutor and the Union shall remain in full force and effect.

4. The provisions of the Addendum are retroactive to January 1, 2021 between the Parties.

ATTEST:

PBA LOCAL 221, INVESTIGATORS
AND SERGEANTS

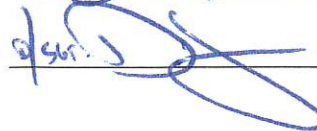
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Dated: _____

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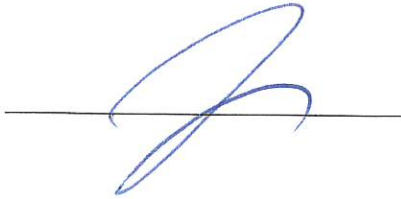
DP Delegate Local 221



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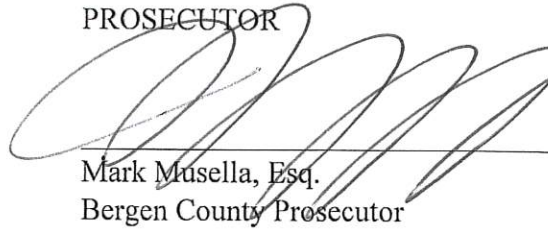
7/13/22

ATTEST:



Dated: 7/14/27

OFFICE OF THE BERGEN COUNTY
PROSECUTOR



Mark Musella, Esq.
Bergen County Prosecutor

Dated: 7/14/27