



MARK MUSELLA
Bergen County Prosecutor

Office of the County Prosecutor

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ROBERT ANZILOTTI
Chief of Detectives

September 18, 2020

Via Email – opra+request-16561-a691f961@requests.opramachine.com
Mike

Re. Your OPRA Request of September 18, 2020

Dear Sir,

This is in response to your request for public records dated September 18, 2020 in which you requested:

I am respectfully requesting a copy of the most recent and/or current contract agreement including but not limited to any Memorandum(s) of Understanding (MOU) or Memorandum(s) of Agreement (MOA) between the Bergen County Prosecutor/County of Bergen and the Detectives/Investigators of the Bergen County Prosecutor's Office (possibly PBA Local 221)..

First, to avail yourself of the statutory rights, a request under the *Open Public Records Act* ("OPRA"), a request must follow the statutory enactment, definitions and uniform procedures. The statute defines and limits what is considered a "government record" or "record" which are accessible under *N.J.S.A. 47:1A-1* and creates the operative terms:

"Government record" or "record" means any paper, written or printed book, document, drawing, map, plan, photograph, microfilm, data processed or image processed document, information stored or maintained electronically or by sound-recording or in a similar device, or any copy thereof, that has been made, maintained or kept on file in the course of his or its official business by any officer, commission, agency or authority of the State or of any political subdivision thereof, including subordinate boards thereof, or that has been received in the course of his or its official business by any such officer, commission, agency, or authority of the State or of any political subdivision thereof, including subordinate boards thereof. The terms shall not include inter-agency or intra-agency advisory, consultative, or deliberative material.

Attached is a public record responsive to your request. Please note that this MOA has not been memorialized into a collective bargaining agreement (CBA) at this time. Consequently, I attach the prior CBA.

In the event there is an appeal or review of this response, the Bergen County Prosecutor's Office also reserves the right to raise any other ground for denial not raised in this response. The failure of the



A State Accredited and Nationally Recognized Law Enforcement Agency

Bergen County Prosecutor's Office to assert an exception or privilege does not act as a waiver of any ground for denial.

You have a right to appeal the decision that the document or documents are not public records or are otherwise exempt from disclosure. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your county.

Very truly yours,

MARK MUSELLA
Bergen County Prosecutor

By:


Maureen Parenta
Assistant Records Custodian

MP/mf
Enclosure

**MEMORANDUM OF AGREEMENT BETWEEN
THE OFFICE OF THE BERGEN COUNTY PROSECUTOR AND
PBA LOCAL 221, INVESTIGATORS AND SERGEANTS**

THIS MEMORANDUM OF AGREEMENT (hereafter referred to as "Memorandum") by and between the OFFICE OF THE BERGEN COUNTY PROSECUTOR (hereinafter referred to as the "Prosecutor") and PBA LOCAL 221, INVESTIGATORS AND SERGEANTS (hereinafter referred to as "Union"), made and entered into on this 2 day of September, 2020.

WHEREAS, the parties above have engaged in negotiations in good faith in an effort to arrive at a new collective bargaining agreement to replace the existing Agreement, which expires on December 31, 2020; and,

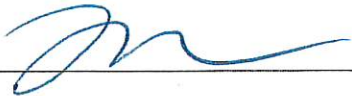
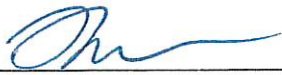
WHEREAS, the parties have arrived at a tentative agreement as to same.

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

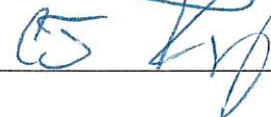
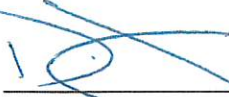
1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatures below agree to recommend this Memorandum for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the Prosecutor and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. All provisions of the prior Agreement shall be carried forward, except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of the proposed negotiated Agreement.
7. Unless otherwise notified, all changes shall be prospective from the signing of the contract.
8. Duration: January 1, 2021 through December 31, 2021.
9. Article VI (Salaries) (page 5)
Effective January 1, 2021, a one (1.00%) percent increase to all bargaining unit members.
10. Appendix A (Salary Guide) (page 31)
Please see attached guide.

ATTEST:

PBA LOCAL 221, INVESTIGATORS
AND SERGEANTS



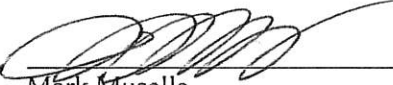
Dated: 9/2/20



Dated: 9/2/20

ATTEST:

OFFICE OF THE BERGEN COUNTY
PROSECUTOR



Mark Musella
Bergen County Prosecutor

Dated: 9/2/20

Dated: 9/2/20

Appendix A

PBA 2021 Salary Guide

	Current	1.00%
	2020	2021
Sergeant	\$153,933	\$155,472
1st Grade	\$146,562	\$148,028
Step VII	\$145,917	\$147,376
Step VI	\$125,874	\$127,133
Step V	\$113,044	\$114,174
Step IV	\$99,417	\$100,411
Step III	\$86,588	\$87,454
Step II	\$75,362	\$76,116
Step 1	\$64,139	\$64,780
B	\$53,287	\$53,820
A	\$49,416	\$49,910

AGREEMENT
BETWEEN
THE OFFICE OF THE BERGEN COUNTY PROSECUTOR
AND
PBA LOCAL NO. 221
INVESTIGATORS AND SERGEANTS
JANUARY 1, 2018 through December 31, 2020

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 Mountain Boulevard, Building A
Warren, NJ 07059
Phone: 732-805-3360
Fax: 732-805-3346

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT.....	1
I	RECOGNITION.....	1
II	MANAGEMENT RIGHTS.....	2
III	EMPLOYEES' BASIC RIGHTS.....	3
IV	EXISTING LAW.....	3
V	ASSOCIATION REPRESENTATIVES.....	4
VI	SALARIES.....	5
VII	HOURS OF WORK/OVERTIME COMPENSATION.....	6
VIII	LONGEVITY.....	12
IX	ON CALL STATUS.....	12
X	VACATION.....	13
XI	SICK LEAVE.....	13
XII	PERSONAL LEAVE.....	14
XIII	MATERNITY LEAVE.....	14
XIV	MILITARY LEAVE.....	15
XV	HOLIDAYS.....	15
XVI	TERMINAL LEAVE.....	15
XVII	BEREAVEMENT LEAVE.....	17
XVIII	INJURY LEAVE.....	17
XIX	PERSONNEL FILES.....	18
XX	HEALTH BENEFITS.....	18

XXI	CLOTHING.....	23
XXII	INDEMNIFICATION OF EMPLOYEES.....	23
XXIII	BULLETIN BOARD.....	24
XXIV	GRIEVANCE PROCEDURE.....	24
XXV	FAIR SHARE PAYMENTS.....	26
XXVI	SAVINGS CLAUSE.....	27
XXVII	CHANGES, SUPPLEMENTS OR ALTERATIONS.....	27
XXVIII	SAFETY COMMITTEE.....	27
XXIX	OFF DUTY ACTION.....	28
XXX	NC WAIVER.....	28
XXXI	TERM AND RENEWAL.....	28
XXXII	RESIDENCY.....	29
	SIGNATURE PAGE.....	30
	APPENDIX A – SALARY GUIDE.....	31
	APPENDIX B – CHAPTER 173.....	32

V

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P

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R

S

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AGREEMENT

THIS AGREEMENT, made on this ____ day of _____, 2018, by and between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR (hereinafter referred to as the "Employer" or the "Prosecutor" or the "BCPO") and P.B.A. LOCAL NO. 221 (hereinafter referred to as the "Association").

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The office of the Bergen County Prosecutor hereby recognizes P.B.A. Local No. 221 as the sole and exclusive representative of all County Investigator Employees (hereinafter also referred to as "Employee" or "Employees") of the BCPO below the rank of Lieutenant. It is agreed by the parties that County Investigator personnel of the BCPO may, from time to time, be selected, at the sole discretion of the Bergen County Prosecutor, to use the designation of "Detective" in their work in the law enforcement community. This designation of "Detective" is one of convenience and its sole purpose is for identification and to enhance the ability of BCPO investigators to be recognized as professionals by the public and within the law enforcement community. It is a work assignment designation and not a rank designation.

It is not the purpose of the "Detective" designation to confer any new rights or benefits upon the investigative personnel of the BCPO. Indeed, all investigative personnel selected to use the designation of "Detective" will continue to be paid according to their present ranks and will continue to have only those rights available to them as County Investigators, as that title may be defined in N.J.S.A. 2A:157-10, notwithstanding any BCPO designation of "Detective".

Every employee selected by the Prosecutor to use the "Detective" designation must read and sign the "Acknowledgement of Status and Rights" form, a copy of which has been provided to the Association. The Association recognizes that the designation of "Detective" will enhance the ability of Employees to be identified as law enforcement professionals and that said designation is created herein for no other purpose.

Employees covered by this Agreement shall have absolutely no right to contest, challenge or grieve any decision of the Prosecutor relating to the designation of "Detective", the withholding of the designation of "Detective" or the removal of same. As an inducement to the Bergen County Prosecutor to create the designation of "Detective", the Association waives any rights it may have regarding actions of the Bergen County Prosecutor as they relate to his decisions regarding the designation of "Detective".

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, civil service employee without cause before January 7, 2004 and, after January 7, 2004, in accordance with P.L. 2003, C. 173 (See Appendix B); to plan, direct and control the operations; to discontinue, recognize or combine any section 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 any reduction in the work force; and, in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE III

EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303 of the Public Laws of 1968, the Employer hereby agrees that every County Investigator Employee below the rank of Lieutenant shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not, in violation of law discourage or deprive or coerce any Employee from the enjoyment of any rights conferred by Chapter 303 of the Public Laws of 1968 or any other laws of the State of New Jersey or 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 because of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or the institution in good faith of any grievance, complaint or proceeding under this Agreement.

In this Agreement, the terms "Investigators", "Detectives" and "Sergeants" shall be defined to include the plural as well as the singular and to include females as well as males.

ARTICLE IV

EXISTING LAW

The provisions of this Agreement shall be subject to, and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal laws.

ARTICLE V

ASSOCIATION REPRESENTATIVES

The Employer recognizes the Association's right to designate representatives and alternates within the BCPO for the enforcement of this Agreement, provided that there are no more than three (3) representatives and alternates, who shall be Employees covered by this Agreement or an attorney representing the Association. The Association shall furnish the names of representatives and alternates yearly (by July 1st) in writing and shall notify the Employer of any changes in writing within seven (7) calendar days of said change.

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 an Investigator/Detective or Sergeant, to investigate and participate in settling grievances in accordance with this contract.

(B) To transmit such messages and information which shall originate with and are authorized by the Association or its officers.

(C) The designated Association representative shall be granted reasonable time with pay during working hours to participate in settling grievances, as requested, and to attend all meetings and conferences on collective negotiations with Employer officials.

The State Delegate/President shall be granted reasonable time off to attend to necessary P.B.A. business, provided that permission is requested in advance from the Employer, which permission shall not be unreasonably withheld. P.B.A. business may involve grievance related meetings, meetings with the P.B.A. attorney and meetings with the Prosecutor or his designee regarding personnel or labor relations matters affecting unit personnel.

There shall be no overtime or compensatory time credited to any member of the Association engaged in activities pursuant to this Article.

ARTICLE VI

SALARIES

(A) The annual base salaries of all Employees covered by this Agreement are set forth in Appendix A.

(B) All bargaining unit members shall be paid by direct deposit (thereby eliminating paper checks) commencing ninety (90) calendar days from January 12, 2018 (execution date of the MOA by both parties), which is April 13, 2018.

(C) Salary increases shall be paid during the first (1st) period following the rate change in accordance with past practice.

(D) Notwithstanding anything to the contrary herein and notwithstanding the fact that hourly pay rates are displayed, for accounting purposes, on the paychecks that Employees receive, Employees covered by this Agreement are paid for the work they perform on the basis of annual salaries and are not paid on an hourly basis. Hourly pay rates are used primarily upon an Employee's retirement, when unused vacation or CTO hours are paid to the Employee and unused sick leave is converted into a lump sum payment pursuant to the formula in Article XVI. Hourly pay rates are also used to compute overtime compensation. Because salaries paid under this Agreement are now based on a workweek of forty (40) hours, it is necessary to use a formula for calculation of hourly pay rates. Under this Agreement, hourly pay rates are calculated as follows: the annual base salary (plus longevity and senior employee pay, if any) of the Employee is divided by 2,080 hours-the number of normal work hours in a year at forty (40) work hours per week. The result is the subject Employee's hourly pay rate.

(E) Senior Employee Status – When an Employee covered by this Agreement completes seventeen (17) years of law enforcement service, including at least three (3) years of law enforcement service with the BCPO, then, in that event, said employee's base salary shall be increased as follows:

<u>Rank</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Investigator	\$3,000	\$3,000	\$3,000
Detective 1 st Gr.	\$3,500	\$3,500	\$3,500
Sergeant	\$4,500	\$4,500	\$4,500

ARTICLE VII

HOURS OF WORK/OVERTIME COMPENSATION

A. The normal workweek shall be Monday through Friday, from 8:30 a.m. to 4:30 p.m.; 9:00 a.m. to 5:00 p.m.; or, a "second shift", defined as an eight (8) hour shift beginning Monday through Friday at an hour after 2:00 p.m., but before 4:00 p.m., and ending no later than 12:00 midnight, depending on the needs of the BCPO, with Saturdays and Sunday as regular days off. Because the special nature of an investigator's job often requires that he/she be available to perform work during the meal periods, the following change is instituted: with the normal work day, Employees shall be entitled to a one-half (1/2) hour paid lunch period, but may be called upon to perform work during said one-half (1/2) hour paid period if circumstances require it. (Every effort will be made to give Employees a "break" for this one-half (1/2) hour paid lunch period, but investigative necessity may require the Employee to answer phones, monitor wire-taps or perform other duties during the lunch period). If an Employee is required to work during his/her lunch period, no additional compensation for such work will be paid to that Employee. In the case of wiretaps or any other investigative necessity, as determined by the Prosecutor or his designee, Employees may be required to work Saturdays and/or Sundays as part of a normal work week. Whenever possible, twenty-four (24) hours advance notice of such shift changes shall be given by the Employer. If the Employer does not give twenty-four (24) hours advance notice, the Employee shall be paid for the first (1st) work day of the new shift at

the rate of time and one-half (1½), instead of the usual straight time pay for work on a regular work day. Subsequent workdays in the new shift shall be paid at the regular straight time rate.

Paid leaves are viewed as being working days/working hours for the purpose of overtime accrual.

B. Additional Compensation for Overtime Work

(1) Investigators/Detective and Detectives 1st Grade. Whenever an Employee of the rank of Investigator/Detective or Detective 1st Grade works more than eight (8) hours in any one work day or forty (40) hours in any one (1) work week, then said Employee shall be paid at the rate of time and one half (1½) for the hours worked in excess of the normal work day or work week.

Whenever an Employee is required to work his/her regular day off (except in the case of shift change, as described below), said Employee shall be paid at the rate of time and one half (1½), instead of straight time, for the work performed on the regular day off. If the Employee is required to work on one (1) of the designated holidays, the Employee will still only receive time and one half (1½) for the actual hours worked (with no extra payments for "holiday pay" or any other reason), but will also receive CTO, hour for hour, for the actual hours worked on the holiday. If only a partial day is worked on a holiday, the Employee will receive regular holiday pay for the balance of the holiday. Here are three (3) illustrative examples, all assuming an eight (8) hour work day.

1. Investigator/Detective Jane Doe is called in to work on Memorial Day. She works five (5) hours, including all compensated travel time. She would be entitled to receive overtime pay at the time and one-half (1½) rate for five (5) hours, plus five (5) hours of straight time CTO, plus three (3) hours of regular straight time holiday pay.
2. Detective 1st Grade Richard Roe works eight (8) hours on Martin Luther King, Jr. Day. He would be entitled to receive overtime pay at the time and one-half (1½) rate for eight (8) hours, plus eight (8) hours of CTO.

3. Investigator/Detective X works ten (10) hours on Election Day. He would be entitled to overtime pay at the time and one-half (1½) for ten (10) hours, plus CTO for ten (10) hours.

Under this Agreement, the maximum pay an employee can receive for work performed on a designated holiday is time and one half (1½), with the additional compensation of straight time CTO for the actual hours worked on the holiday. For the unworked portion of the holiday, if any, the Employee would get regular straight time holiday pay.

The overtime rate of pay for an Investigator/Detective and a Detective 1st Grade is calculated by multiplying his/her hourly rate – see Article VI (C) above – by one and one half (1½).

(2) Sergeants – Employees of the rank of Sergeant 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. Such Employees are senior, white collar executives of the BCPO and shall be expected to work whatever overtime schedule that is required by the Prosecutor or Chief or their designee.

(a) Overtime beyond forty (40) hours per week will be assigned only when, in the judgment of the Prosecutor or Chief, the operations of the BCPO requires overtime to be worked.

(b) Notwithstanding their exempt status, Sergeants shall be paid at the rate of time and one-half (1½), instead of straight time, for all hours of overtime worked beyond eight (8) hours in any work day or forty (40) hours in any work week, effective January 1, 2018. The hourly pay rate shall be that which is calculated according to the formula established in Article VI (C).

(c) All Sergeants covered by this Agreement shall receive an additional rate differential of five (5) hours per month that shall be added to salaries of all Sergeants as set forth in Appendix A, effective January 1, 2018. This rate differential is provided to

all Sergeants in this unit in recognition of the significant administrative and supervisory duties assigned to Sergeants. These rate differentials are to be included in each Sergeant's annual base salary for all purposes and are subject to pension contributions, consistent with the provisions of the applicable statutes and regulations. CTO credited to Sergeants, pursuant to the pre January 1, 2018 version of Article VII, §B(2)(c), which provided for a credit of five (5) CTO hours per month, shall not be subject to the one hundred fifty (150) hour CTO cap established in §J below. Any CTO leave banks accumulated by Sergeants under the prior Article VII, §B(2)(c) shall be available for use by Sergeants or will be paid out at retirement in accordance with the current §B(2)(c) of this Article.

(d) Sergeants who, for at least sixty (60) days during any calendar quarter, are temporarily in command of an investigative squad usually commanded by a Lieutenant shall receive a "command stipend" in the amount of Five Hundred (\$500.00) Dollars for such calendar quarter. Sergeants shall be eligible for this command stipend only when: (1) they are in command of an investigative squad designated by the Prosecutor to be a squad usually commanded by a Lieutenant. As of January 1, 2004, the Prosecutor has designated these squads to be C.I.D., Major Crimes, Sex Crimes/Child Abuse, C.I.U., Narcotics, S.I.S., and Court House; and, (2) they hold such command position in the absence of a Lieutenant for at least sixty (60) days of any calendar quarter. The stipend will be paid as soon as practicable after the end of the qualifying calendar quarter. If a Sergeant is transferred out of a command assignment in an applicable investigative squad to an assignment which is not eligible for a command stipend (e.g., if the new assignment has a Lieutenant in the command billet, or if the new assignment is not in an eligible squad), the payment of the command stipend shall cease after the last qualifying calendar quarter. The command stipend shall be considered base pay for pension purposes.

(e) In the event an Employee of the rank of Sergeant is called in to work on one of the paid holidays specified in the Employee Manual, then such Employee shall receive straight time pay for the actual hours worked on the holiday, in addition to regular holiday pay for the full holiday.

C. Overtime must be authorized by a superior officer.

D. Whenever an Employee is recalled to return to duty (unscheduled) on his/her regular day off, or at a time not contiguous to his/her working day (i.e. a "call back"), said Employee shall be entitled to a minimum of two (2) hours pay – at time and one half (1 ½) for Investigators/Detectives, Detectives 1st Grade and Sergeants. The minimum of two (2) hours applies only to the first (1st) call-back of the work week. All subsequent call-backs in the same work week are compensable only for the actual hours worked.

E. If an Employee is recalled to work within two (2) hours prior to his/her regular starting time, then said Employee shall receive overtime pay only for the actual hours worked prior to his/her regular starting time, at his/her usual overtime rate of pay.

F. Any Employee who is assigned an investigation or extradition which caused him/her to stay out of state overnight shall receive an additional four (4) hours straight pay for each such overnight trip. No such additional time shall be payable in the case of overnight stays out of the state for the purpose of training. Employees who are selected for and offered an opportunity to attend out-of-state training programs at the expense of the BCPO take advantage of such training on a voluntary basis, because of the enhancement of job performance and career potential such training could have. Employees may refuse such out-of-state training opportunities without consequence, except such consequences as the absence of such training may have on their job assignments and/or credentials. Employees attending such out-of-state training opportunities as may be offered to them shall do so with the understanding that they will receive absolutely no additional compensation for traveling to and from, or attending any out-of-state

training program. Meals and out-of-pocket expenses will be reimbursed in accordance with BCPO and County of Bergen policies.

G. Time for traveling to and from mandatory training programs in the State of New Jersey, or within a seventy-five (75) mile radius of Hackensack, New Jersey, will be compensated only if the Employee works more than the eight (8) hour requirement of that particular work day. Such time beyond eight (8) work hours will be compensated at the time and one half (1½) overtime rate for Investigators/Detectives, Detectives 1st Grade and Sergeants.

H. Employees working an overtime detail of six (6) or more hours will be permitted to take a one-half (1/2) hour paid meal period during such overtime detail, unless their supervisor deems such meal period to be not practical under the circumstances.

I. Overtime on any call-back commences when the Employee leaves home if the Employee lives in Bergen County or when the Employee crosses the Bergen County line by the most direct route to work if the Employee lives outside Bergen County. It terminates after the call-back when the Employee either arrives home (if he/she lives inside Bergen County) or crosses the county line on the way home (he/she lives outside Bergen County). If the call-back involves work that is to be performed at a site that is not in Bergen County (e.g. if the Employee is assigned to duty with another law enforcement agency not located in Bergen County), then overtime on the call-back shall be paid portal-to-portal. However, if the call-back is within two (2) hours of an Employee's regular starting time, overtime shall end when the Employee's regular work day begins.

J. An Employee, in the discretion of the Employer, may elect to take compensatory time off (CTO) in lieu of paid overtime. However, in no case may an Employee be required to take CTO in lieu of paid overtime. Any Employee who takes CTO in lieu of paid overtime will be allowed to accumulate no more than one hundred fifty (150) hours of CTO, except as to Sergeants as set forth in §B(2)(c) above. After reaching that level, an Employee must use such

excess CTO before the end of the calendar year, or lose it. Once an Employee elects to take CTO instead of paid overtime, the BCPO will not later convert such CTO to payments, except when the Employee retires, at which time CTO may be converted to payments at the Employee's hourly rate of pay at the time of his/her retirement, in accordance with past practice. An Employee should only elect to take such CTO as he/she can reasonably expect to fall within the one hundred fifty (150) hour maximum accumulation or to be used prior to the end of the calendar year. (In the case of an extraordinary investigative situation which requires an Employee to be available for duty in December and does not permit such Employee to utilize his/her excess CTO before the end of the year, the Prosecutor may allow said Employee to carry over his/her excess CTO for one (1) additional month into January).

ARTICLE VIII

LONGEVITY

(A) Longevity payments shall be made to Employees covered by this Agreement based upon their total years of service, either as an employee of the BCPO, or in some other County of Bergen employment capacity, or as a sworn law enforcement officer, as follows:

- | | | |
|-----|---------------------------------------|------------|
| (1) | Completing 72 Months (6 Years) | \$200.00 |
| (2) | Completing 108 Months (9 Years)..... | \$400.00 |
| (3) | Completing 168 Months (14 Years)..... | \$800.00 |
| (4) | Completing 228 Months (19 Years)..... | \$1,000.00 |

(B) Longevity payments payable hereunder shall be included in base salary beginning in the first pay period of the month following the date of hire month.

ARTICLE IX

ON CALL STATUS

Employee covered by this Agreement shall be required to serve in an on-call status from time to time. Employees who are on-call may engage in their normal and routine off-duty

activities, but they should be able to return to work within a reasonable amount of time after receiving notification to do so. Employees shall receive no extra compensation for said on-call services.

ARTICLE X

VACATION

The vacation policies of the BCPO are set forth in the Employee Manual and are incorporated by reference into this Agreement. An Employee with five (5) years of service is still entitled to twenty (20) days of vacation per year under this Agreement, with those twenty (20) days equal to one hundred sixty (160) hours of vacation time.

Under this Agreement, Employees with five (5) years of service to the BCPO will accrue vacation time at a rate of thirteen point thirty-three (13.33) hours per month of employment, which equals twenty (20) days, or one hundred sixty (160) hours, of vacation per year. Employees with less than five (5) years of service to the BCPO will accrue vacation time at the rate of fifteen (15) days per year, with those fifteen (15) days equal to one hundred twenty (120) vacation hours in a year (15 days times 8.0 hours per work day), or ten (10) vacation hours per month.

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, except that the hourly amounts of sick leave time earned have to be modified for Employees covered by this Agreement because of their extended work week. With a forty (40) hour normal work week, Employees accrue ten (10) 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 except in those cases in which the Employee's absence may adversely affect the operation of his/her unit, each Employee shall have four (4) personal leave days per year. For purposes 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 in writing at least seventy-two (72) hours in advance of such personal leave, except in cases of emergency. In the event employment is terminated prior to the end of a full calendar year, the personal leave days available shall be prorated for the actual employment time in the calendar year in which employment ends. 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.

ARTICLE XIII

MATERNITY LEAVE

The rights and obligations of Employees shall be as set forth under the Federal and New Jersey Family Leave Act and shall include, but not be limited to, the following provisions:

1. all female law enforcement officers shall advise the Employer of any pregnancy upon learning of such condition;
2. a pregnant female law enforcement officer shall be permitted to work so long as such work is permitted by the employee's own doctor;
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 compensatory 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, compensatory 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 (3).

Any provision of this Article that is 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

The holiday policies of the BCPO are set forth in the Employees Manual and are incorporated by reference into this Agreement, except where modified in this Agreement. The Employer will not reduce the holiday benefits of Employees covered by this Agreement without negotiation or arbitration, if required.

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 including longevity received during the last twelve (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 Twenty-Five Thousand (\$25,000.00) Dollars for the years of this Agreement.

Option 2 – Two (2) days (16 hours) of pay for each full year of service within the County of Bergen, but the total amount paid shall not exceed Twenty-five Thousand (\$25,000.00) Dollars.

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. Effective January 1, 2018, the provisions of this Section shall no longer apply to any current or retiring bargaining unit members, except as to Sergeant Thomas Dionisio, Sergeant Gil Briet, and Donald Ingrasselino, who will receive benefits under the provisions of this Section if they retire on or before December 31, 2018.

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 (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 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 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 to 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 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

BEREAVEMENT LEAVE

The bereavement leave policies of the BCPO are set forth in the Employee Manual. The Employer will not reduce the bereavement leave benefits of Employees covered by this Agreement without negotiation or arbitration, if required.

ARTICLE XVIII

INJURY LEAVE

The injury leave policies of 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. Upon a dismissal of an administrative charge or a finding not adverse to the employee, all written complaints and a record of all attendant proceedings shall be entered in a file maintained by the Chief. No reference to the complaints or proceedings shall be entered in the Employee's personnel file.

ARTICLE XX

HEALTH BENEFITS

A. MEDICAL INSURANCE

Premiums for the current medical insurance plan (Horizon Blue Cross Blue Shield of New Jersey, incorporated on July 1, 2003) previously provided to BCPO employees and their

eligible dependents shall continue to be paid by the Employer, except as modified below. 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) day in advance of its intent to make any such change.

Employees who complete twenty-five (25) years of service in the New Jersey Public Employees Retirement System (PERS) or New Jersey Police and Firearm'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.

The provisions of this Section are subject to the further provisions of Section G herein.

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 plan shall provide for a maximum annual benefit of One Thousand (\$1,000.00) Dollars for dental service and a maximum lifetime benefit of One Thousand (\$1,000.00) Dollars for orthodontic services with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year, with a co-payment thereafter based on stated percentages or 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 monthly premium shall be paid in the following proportion: Employer-\$5.00; Employee-\$4.63. Any increase in the premium over the premium stated herein shall be paid fifty (50%) percent by the Employer and fifty (50%) percent by the Employee. Employees who chose 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 (70%) percent of the Employee's weekly wage to a maximum of One Hundred Fifty (\$150.00) Dollars 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

continuation of health benefits coverage or to allow 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. All employees will pay the following co-pays as to prescriptions:

\$5.00 (generic) (30 day supply)
\$15.00 (preferred brand name) (30 day supply)
\$30.00 (non-preferred brand name) (30 day supply)

MAIL ORDER

\$5.00 (generic) (90 day supply)
\$30.00 (preferred brand name) (90 day supply)
\$60.00 (non-preferred brand name) (90 day supply)

2. No employee entering the County's Direct Access program shall seek reimbursement through the County's insurance program or any other County entity of the prescription co-pays paid by the Employee.
3. The insurance company shall pay any and all charges above the co-payment made by the Employee as set forth above.
4. The Employer shall pay the full premium.
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.
6. Effective January 1, 2018, maintenance prescriptions shall only be eligible for the provisions of this Section if they are: (1) obtained by mail order; and (2) obtained in a ninety (90) day supply. Otherwise, there will be no copays permitted.

E. ANNUAL PHYSICAL EXAMINATION

The Employer shall make available 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 (i.e. the privilege is waived only with regard to the results of the physical examination). 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
- Stool Test
- Proctoscope Examination
- Prostate Examination (with Cancer Blood Test)
- Breast Examination (to include Mammography)
- HDL, LDL, Glucose and Triglycerides Tests
- Lead Test
- E.K.G.
- Pap Smear
- Hearing Examination

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.

F. (1) All employees shall be enrolled into the County's Direct Access Plan.

(2) Effective January 1, 2014, all members of the bargaining unit, as well as all applicable retirees, shall be governed by the provisions of Ch. 78, P.L. 2011 in their entirety. Members of the bargaining unit shall be responsible for one hundred (100%) percent of the applicable contribution. New members of the office not previously employed will be responsible for one hundred (100%) percent contribution from the outset. To the extent required by law, the Employer shall provide a payroll deduction plan compliant with Section 125 of the Internal

Revenue Code, so that all payments made pursuant to this Section or thereafter by law may be deducted from the employee's reported income for taxation purposes.

(3) Effective January 1, 2018, employees covered by this bargaining unit shall pay a health care contribution annually through their paychecks based on four (4%) percent of their pensionable base salary. Eligible retirees will pay to the County a healthcare contribution that is equal to four (4%) percent of their monthly pension allotment, which shall be paid to the County within ten (10) calendar days following the first (1st) of each month. If this specific provision is invalidated by the Legislature or a court of competent jurisdiction, the bargaining unit members shall maintain the provisions of this section (§F) during the term of this Agreement. In order to be eligible for the retirement health benefit rate of contribution stated above, the bargaining unit member must retire in good standing with twenty-five (25) years or more of credible service or has qualified for an ordinary disability or accidental disability retirement.

ARTICLE XXI

CLOTHING

All investigative personnel 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 bulletproof vests, helmets and turn out coats. There will be no clothing or uniform allowance paid to members of the Association.

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. 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; 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 (1) bulletin board in a conspicuous location for the use of the Association in each of the main facilities that are presently being used by the BCPO. 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: (a) receiving written permission of the officially designated Association representative; (b) being on Association letterhead; and/or, (c) signed by the Association President.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. DISCIPLINARY ACTION

The procedures for disciplinary proceedings involving members of the Association are set forth in P.L. 2003, C. 173 (See Appendix B).

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 this contract. No changes in such procedure shall be implemented without prior notice to this Association.

- (1) An Employee shall present his/her complaint to his/her immediate supervisor orally, or in writing, setting forth the details of the grievance clearly and concisely.
 - (a) The supervisor shall arrange for an interview with the grievant within ten (10) days of the receipt of the complaint.
 - (b) At this stage, the matter may be resolved informally if the grievant accepts the decision.
 - (c) If the matter is not resolved or if the grievance involves the grievant's immediate supervisor:
 - (1a) He/she shall submit, in writing, the details of the complaint to his/her Captain, who will schedule an interview within ten (10) days of the receipt of the complaint.
 - (1b) If the Captain cannot resolve the matter, a hearing shall be scheduled before the Chief or a Deputy Chief within five (5) days of the receipt of the grievance by the Chief.
 - (1c) Should the matter involve the Chief or Deputy Chief, it shall be referred directly to the Prosecutor or his designee as outlined in subparagraph (1) above.
- (2) A grievance presented orally shall not require a written answer.
- (3) A grievance presented in writing shall be answered in writing.
- (4) A record of each written grievance and the resolution of it shall be entered in a file maintained by the Chief.

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 or the Association, only 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 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 Public 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 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 of 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. 447 of the Public Laws of 1979, and the County's obligation pursuant to this Paragraph is contingent upon the Association's continued compliance therewith.

The Association will defend, indemnify and save the County and Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken by the County Employer pursuant to the provisions of this Section of the Agreement.

In the event that Employees hired after the effective date of this Agreement 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 shall be and become effective.

ARTICLE XXVI

SAVINGS CLAUSE

A. 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 persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by the applicable laws.

ARTICLE XXVII

CHANGES, SUPPLEMENTS OR ALTERATIONS

In the event that any other recognized bargaining agent representing employees of the County of Bergen receives any new or improved health benefits not covered by this Agreement, the Employees covered 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: United Service Workers Union, Local 655 and/or Local 755; Bergen County Prosecutor's Office P.B.A. Local No. 221 Superior Officers; Bergen County Police; Bergen County 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 P.B.A. Local No. 221. No P.B.A. 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 requests 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, 2018 and shall continue in full force and effect until December 31, 2020 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 shall not be revoked once granted. 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 duty authorized representative and officers executed this Agreement on this 23rd day of March, 2018:

Attest:

Patricia M. Scanlon

BERGEN COUNTY PROSECUTOR

By:

Dennis Calo
Dennis Calo
Acting Bergen County Prosecutor

P.B.A. LOCAL NO. 221

E. B. A. #3244
At JG #3259

Attest:

Patricia M. Scanlon

DATE SIGNED: 3/23/18

APPENDIX B

CHAPTER 173

AN ACT concerning county investigators, amending N.J.S. 2A:157-10, and supplementing Title 2A of the New Jersey Statutes.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

1. N.J.S. 2A:157-10 is amended to read as follows:

County investigators generally; appointment, salary, duties.

2A:157-10. In addition to the office of county detective, there is created in the office of the prosecutor, the office or position of county investigator which shall be in the unclassified service of the civil service. The prosecutor of each of the several counties of this state may appoint such number of suitable persons, not in excess of the number, and at salaries not less than the minimum amounts, in this act provided, to be known as county investigators, and to assist the prosecutor in the detection, apprehension, arrest and conviction of offenders against the law. Persons so appointed shall possess all the powers and rights and be subject to all the obligations of police officers, constables and special deputy sheriffs, in criminal matters.

Notwithstanding the provisions of this section, a single probationary or temporary appointment as a county investigator may be made for a total period not exceeding one year.

C.2A:157-10.1 Causes for removal of county investigator.

2. Except as otherwise provided by law, a county investigator employed by the county prosecutor shall not be removed from office, employment or position for political reasons or for any cause other than incapacity, misconduct, or disobedience of rules and regulations established by the prosecutor, nor shall such investigator be suspended, removed, fined or reduced in rank from or in office, employment, or position therein, except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such investigator. The chief investigator and deputy chief investigator, however, may be removed or demoted by the prosecutor. The complaint shall be filed in the office having charge of the office wherein the complaint is made and a copy shall be served upon the investigator so charged, with notice of a designated hearing thereon by the proper authorities, which shall be not less than 10 or more than 30 days from the date of service of the complaint.

A complaint charging a violation of the internal rules and regulations established for the conduct of a prosecutor's office shall be filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based. The 45-day time limit shall not apply if an investigation of an investigator for a violation of the internal rules or regulations of the office is included directly or indirectly within a concurrent investigation of that office for a violation of the criminal laws of this State. The 45-day limit shall begin on the day after the disposition of the criminal investigation. The 45-day requirement of this paragraph for the filing of a complaint against an investigator shall not apply to a filing of a complaint by a private individual.

A failure to comply with these provisions as to the service of the complaint and the time within which a complaint is to be filed shall require a dismissal of the complaint.

The investigator may waive the right to a hearing and may appeal the charges directly to any available authority specified by law or regulation, or follow any other procedure recognized by a contract, as permitted by law.

For the purposes of this section, the transfer of an investigator from one section or unit to another section or unit within the office of the prosecutor shall not constitute a demotion, and the transferred investigator shall retain his rank, seniority, seniority-related privileges and salary.

C.2A:157-10.2 Subpoena power of those hearing charges.

3. Except as otherwise provided by law, the officer, board or authority empowered to hear and determine the charge or charges made against a county investigator shall have the power to subpoena witnesses and documentary evidence. The Superior Court shall have jurisdiction to enforce any such subpoena.

C.2A:157.3 Suspension pending hearing.

4. If any county investigator shall be suspended pending a hearing as a result of charges P.L. 2002, CHAPTER 173 2 made against him, such hearing, except as otherwise provided by law, shall be commenced within 30 days from the date of the service of the copy of the complaint upon him, in default of which the charges shall be dismissed and the investigator may be returned to duty.

C.2A:157-10.4 Charges, suspension, with or without pay.

5. Notwithstanding any other law to the contrary, whenever a county investigator is charged with an offense, under the laws of this State, another state, or the United States, the investigator may be suspended from performing his duties, with pay, until the case against the investigator is disposed of at trial, the complaint is dismissed, or the prosecution is terminated; provided, however, that if a grand jury returns an indictment against the investigator, of the investigator is charged with a crime of the first, second or third degree or which involves moral turpitude or dishonesty, the investigator may be suspended from his duties, without pay, until the case against his is disposed of at trial, the complaint is dismissed, or the prosecution is terminated.

C.2A:157-10.5 Reinstatement, recovery of pay.

6. If a suspended county investigator is found not guilty at trial, the charges are dismissed or the prosecution is terminated, the investigator shall be reinstated to his position and shall be entitled to recover all pay withheld during the period of suspension subject to any disciplinary proceedings or administrative action.

C.2A:157-10.6 Recover of salary for unlawful suspension.

7. Whenever any county investigator shall be suspended or dismissed from his office, employment or position and that suspension or dismissal shall be judicially determined to be illegal, the investigator shall be entitled to recover his salary from the date of such suspension

or dismissal, provided a written application therefore shall be filed with the prosecutor's office within 30 days after such judicial determination.

C.2A:157-10.7 Review by Superior Court.

8. Any county investigator who has been tried and convicted of any charge or charges, and is employed by a prosecutor in a county where Title 11A (Civil Service) of the New Jersey Statutes is not in operation, may obtain a review thereof by the Superior Court. Such review shall be obtained by serving a written notice of an application therefore upon the party or board whose action is to be reviewed within 10 days after written notice to the investigator of the conviction. The party or board shall transmit to the court a copy of the record of such conviction, and of the charge or charges for which the applicant was tried. The court shall hear the cause de novo of the record below and may either affirm, reverse or modify such conviction.

If the applicant was removed from his office, employment or position, the court may direct that he be restored to such office, employment or position, and to all his rights pertaining thereto, and may take such other order or judgment as the court deems proper. Either party may supplement the record with additional testimony subject to the rules of evidence.

C.2A:157-10.8 Provision of means for defense, reimbursement.

9. Whenever a county investigator is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the prosecutor shall provide the investigator with the necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the prosecutor or in a criminal proceeding instituted as a result of a complaint on behalf of the prosecutor. If any such disciplinary or criminal proceeding instituted by or on complaint of the prosecutor shall be dismissed or finally determined in favor of the investigator, he shall be reimbursed for the expense of his defense.

10. This act shall take effect on the 120th day after enactment.

Approved September 9, 2003.