

AGREEMENT BETWEEN

**THE GLOUCESTER COUNTY
PROSECUTOR**

AND

**THE
SUPERIOR OFFICERS**

January 1, 2005 – December 31, 2009

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ARTICLE 1

RECOGNITION

The County of Gloucester recognizes the New Jersey State Policemen's Benevolent Association, Local No. 122, as the exclusive majority representative for the purpose of collective negotiations regarding terms and conditions of employment of the salaried and sworn personnel, excluding Investigators/Detectives and all other employees of the Gloucester County Prosecutor's Office of the County of Gloucester. References to males shall include females.

ARTICLE II

AGENCY SHOP

- A. The County agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.
- B. The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the Employees it represents, advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
- E. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County and to all Employees within the unit, of the fair share fee for services enumerated above.
- F. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
- G. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

- H. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all Employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the County after it had satisfied itself that the Association is a proper majority representative.

ARTICLE III

GRIEVANCE PROCEDURE

1. Definitions

- A. **Grievance** - an allegation by an employee that a specific provision of this Agreement has been violated.
- B. **Employee** - any member of this bargaining unit.
- C. **Employer** - the Prosecutor of the County of Gloucester.

2. Purpose

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of P.B.A. Local #122.

3. Presentation

The majority representative or its designee shall have the right to present its grievance shall have the right to present his grievance on his own, or by an attorney, or to designate a representative of P.B.A. Local #122 to appear with him in accordance with the following steps:

Step I - The majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) days after receipt of the grievance.

Step II - In the event a satisfactory settlement has not been reached through Step I procedures, the employee may file a written signed grievance with the Prosecutor, or his Designee, within five (5) calendar days following the receipt of the decision at Step I.

Step III - In the event that the aggrieved is not satisfied with the decision of the County Prosecutor, the aggrieved person or P.B.A. Local #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

A. The Arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The cost for the services of the Arbitrator shall be borne equally by the County of Gloucester and P.B.A. Local #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

D. The Arbitrator's decision shall be final and binding on both parties.

The time limits specified in the grievance procedure shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties in writing.

ARTICLE IV

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 his statutory management functions. The employer hereby retains the exclusive right to hire, direct and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by the Department of Personnel procedures; to introduce new or improved methods of facilities regardless of whether or not the same causes a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE V

WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

ARTICLE VI

WORK CONTINUITY

P.B.A. Local #122 agrees that, for the life of this contract, there shall be no strike, slow down, sick out or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the employee to engage in such prohibited activities.

ARTICLE VII

RATES OF PAY

The pay scale for the employee covered by this contract shall be set forth as follows:

In addition hereto, should anyone having the rank of Lieutenant receive any increase in compensation, other than what is memorialized in this agreement, said compensation will be granted to any other officer attaining the rank of Lieutenant.

Effective January 1st of 2005, each employee covered by this agreement shall receive a four percent (4.00%) increase on base.

Effective January 1st of 2006, each employee covered by this agreement shall receive a four percent (4.00%) increase on base.

Effective January 1st of 2007, each employee covered by this agreement shall receive a four percent (4.00%) increase on base.

Effective January 1st of 2008, each employee covered by this agreement shall receive a four percent (4.00%) increase on base.

Effective January 1st of 2009, each employee covered by this agreement shall receive a four percent (4.00%) increase on base.

Rates of compensation provided for in these regulations are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service, or if the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

All monies shall be retroactive to January 1st, 2005. A concerted effort will be made by the County of Gloucester to award all monies owed retroactively to be paid as soon as possible following the signing of this agreement. Only employees who retire between January 1st and the signing of this agreement are eligible for the retroactive components of this agreement. Those who sever their employment for any other reason are not eligible.

SCHEDULE A

GCPO SUPERIOR OFFICERS SALARY GUIDE 2005 - 2009

Title	2005 (4.00%)	2006 (4.00%)	2007 (4.00%)	2008 (4.00%)	2009 (4.00%)
Captain	\$89,614	\$93,198	\$96,926	\$100,803	\$104,835
Lieutenant	\$88,437	\$91,975	\$95,654	\$99,480	\$103,459
Sergeant	\$80,397	\$83,613	\$86,958	\$90,436	\$94,053

ARTICLE VIII

LONGEVITY

Effective January 1st 2005 Longevity benefits will be paid at the following rates and included in your current base salary:

		<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
00-04 years of completed service	% of base salary	0%	0%	0%	0%	0%
05-09 years of completed service	% of base salary	2%	2%	2%	2%	2%
10-14 years of completed service	% of base salary	3%	3%	3.5%	4%	4%
15-19 years of completed service	% of base salary	4.5%	5%	5.5%	6%	6%
20 years of completed service & up	% of base salary	5.75%	6.5%	6.5%	7%	8%

A minimum of five (5) years of service will be required to qualify for longevity. In other words, an employee that has completed four (4) years of service shall not be qualified to receive longevity compensation. However, an employee that has completed five (5) years of service prior to January 1st of the year in which the longevity is being awarded, shall receive credit for five (5) years service which equals 2% of the base salary for the year the longevity is being awarded. An employee with twenty (20) years of service shall be awarded the maximum longevity salary awarded under this agreement.

Longevity pay shall be incorporated into the employees base salary payment, as shown in the salary schedule which has been adjusted to reflect the inclusion of such longevity pay.

NOTE: The amount of years of service to be compensated in the form of longevity shall be determined by the total full years of service completed by December 31st of the year prior to the year longevity is being awarded.

ARTICLE IX

Clothing Allowance

- A. Members shall be provided \$450.00 compensation for clothing allowance.
- B. Members whose clothing has been damaged as a result of service and is no longer serviceable, shall be compensated for the full replacement value.

ARTICLE X

SICK LEAVE

The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter.

REIMBURSEMENT FOR UNUSED SICK LEAVE

An employee may elect to be compensated at his/her regular hourly rate, for a maximum of five (5) days (35 hours), of unused sick time each calendar year. Members must maintain a minimum of 60 unused sick days in order to sell back 5 days. A request to be compensated for up to five (5) sick days must be made no later than January 15th of the succeeding year the compensation is to occur. The County will issue a separate check or a check combined with reimbursement of unused vacation time no later than January 31st of that year.

When the employee covered under the Agreement retires from the Gloucester County Prosecutors Office with twenty-five (25) years of credited service in a New Jersey State administered pension system, or has terminated in good standing with fifteen (15) years of service with the Gloucester County Prosecutors Office, the employee shall be entitled to sell back 50% of his/her unused accumulated sick leave with a ceiling of \$15,000.00. The rate of pay for this sell back will be the employees hourly rate of pay at the time of retirement. A maximum of three (3) months terminal leave may be utilized prior to the last working day.

BEREAVEMENT

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, foster child, grandchild, uncles, ^{SD} ~~nieces~~, ^{ADULTS} nephews, in-laws and domestic partners as defined by state law.

Such bereavement leave shall not be deducted from annual sick leave.

ARTICLE XI

VACATIONS

Effective January 1st, 1998, all full-time employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment: One working day of vacation for each full month of service.

The 2nd through the 4th year in which a members service anniversary falls, twelve (12) vacation days per year.

The 5th through the 9th year in which a members service anniversary falls, fourteen (14) vacation days per year.

The 10th through the 14th year in which a members service anniversary falls, eighteen (18) vacation days per year.

The 15th through the 19th year in which a members service anniversary falls, twenty-three (23) vacation days per year.

The 20th through the 24th year in which a members service anniversary falls, twenty-five (25) vacation days per year.

For the 25th and years following, thirty (30) days per year.

Where, in any calendar year, the vacation or any part of it is not taken by the employee, such vacation leave or parts thereof, shall accumulate and shall be granted during the next succeeding calendar year only.

The employee shall be allowed to carry over the preceding years earned vacation leave.

Upon the death of the employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

The employee retiring or otherwise separating, shall be entitled to pro-rated allowance for the current year in which the separation, or retirement becomes effective. Any vacation leave, which may have been carried over from the preceding calendar year will be included.

REIMBURSEMENT OF UNUSED VACATION TIME

An employee may elect to be compensated at his/her regular hourly rate, for a maximum of five (5) days, (35 hours), of unused vacation time each calendar year. A request to be compensated for up to five (5) vacation days must be made no later than January 15th of the succeeding year the compensation is to occur. The County will issue a separate check or a check combined with reimbursement of unused sick time no later than January 31st of that year.

ARTICLE XII

HOLIDAYS

There shall be a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the employer.

Any Association member who is called to duty by the Gloucester County Prosecutor on any holiday will be compensated at the rate of time and one half (1 ½) for all hours worked during that holiday.

ARTICLE XIII

PERSONAL DAYS

Every member of this bargaining unit will receive three (3) personal days. These days must be used in the calendar year in which they are earned. Personal days must be requested by the employee, 48 hours in advance, and must receive approval from the County Prosecutor or his designee. Personal days are defined as days needed to conduct personal business which can not be conducted except during normal working hours. For the purpose of this contract the employee shall not be required to disclose the reasons for this personal day.

ARTICLE XIV

EXPENSES

Members of this bargaining unit shall be entitled to compensation of all reasonable expenses incurred in the performance of his/her duties, provided receipts for items purchased are produced. Employee reimbursement for expenses/travel per diem will be at the rate of \$50.00 (fifty dollars) per day.

The County shall reimburse the Association member within thirty (30) calendar days from the date of submission.

ARTICLE XV

TELEPHONE

All members of the bargaining unit shall be reimbursed by the employer for all telephone toll calls relating to the performance of the job. All expenses submitted are subject to review by the Prosecutor or his designee.

ARTICLE XVI

HOURS OF WORK

The work period for all unit members shall be considered to be seventy (70) hours during each two (2) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:00 p.m. The employer reserves the right to adjust the seven (7) hours per day as the needs of the office require under unusual conditions.

ARTICLE XVII

EDUCATIONAL ASSISTANCE/INCENTIVE

The employer agrees to reimburse tuition and book costs upon satisfactory completion, up to a maximum of \$850.00 in 2005; \$900.00 in 2006; and \$950.00 thereafter per employee, for courses that are related to or may lead to the advancement in related positions, as determined by the Gloucester County Prosecutor or his designee.

All members of the bargaining unit will be compensated \$600.00 for an Associate=s Degree or its equivalent and \$1,200.00 for a Bachelor=s Degree. This payment is to be made by the County of Gloucester, in a separate check, on the last pay day in the month of June for each calendar year. An employee must have met the requirements by December 31st of the preceding year for which the incentive is requested.

ARTICLE XVIII

OVERTIME COMPENSATION

The first five (5) hours worked during any such one (1) week period, in excess of thirty-five hours, shall be compensated for by means of straight time release (compensatory time).

That for all hours worked in excess of forty (40) hours during any such one (1) week period, the unit members shall receive time and one half (1 2) of his/her regular hourly rate. All compensatory time acquired shall be used within a thirty (30) day period, unless permission to extend the period is granted from the County Prosecutor or his designee.

For overtime purposes, time worked includes vacation leave, compensatory time leave, sick leave, bereavement leave, administrative leave, PBA business leave and holiday leave.

ARTICLE XIX

STANDBY COMPENSATION/PAY

If any unit employee is required to be on weekend standby, such employee shall be compensated ten (10) hours compensatory/overtime.

If any unit member is required to be on weekend standby, wherein a holiday immediately precedes or follows the weekend, the employee shall be compensated ten (10) hours compensatory/overtime hours for Saturday and Sunday. The employee will also be given ten (10) hours additional compensatory/overtime for the holiday.

Whether the standby compensatory time is given as straight time hour for hours off or at a paid rate of time and one half (1 2) will be determined by the employees total accumulated hours during the pay period. Time worked over 35 hours, but less than 40 hours will be compensated for with compensatory time and hours worked in excess of 40 hours for the pay period will be at a rate of pay of one and one half (1 2) times the employees regular hourly rate of pay.

ARTICLE XX

OUTSIDE EMPLOYMENT

No employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or his expressed designee. Such approval shall not be unreasonably withheld.

ARTICLE XXI

AUTOMOBILE

Subject to the sole determination of the Prosecutor, automobiles may be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his personal vehicle, at any time, for County business, he/she will be reimbursed at the rate of twenty-nine (29) cents per mile, or at any increased rate as may be granted by the Prosecutor. No use of a personal vehicle will be compensated without prior approval by the Prosecutor or his designee.

ARTICLE XXII

MEDICAL COVERAGE

Section 1. The employer agrees to continue the following insurance coverage for the employee and his or her family.

There shall be no change in the medical coverage presently maintained and paid for by the Board of Chosen Freeholders on behalf of the employees, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with P.B.A. Local #122, S.O.A.

A. *Medical.* Employees will have the choice of either the current HMO plans of the point-of-service plan. The employee co-pay in the HMO plan shall be \$5 for primary care providers and specialists. The co-pay for emergency room treatment will be similarly increased to \$35.

B. *Vision care.* Allowances for the following items shall be as indicated: examination, \$30; frames, \$20; single vision lenses, \$30; bifocal lenses, \$40; trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.

C. *Prescription.* The employee co-pay will be \$5.00 for each generic prescription and \$10.00 for each preferred prescription and \$20.00 for non-preferred prescriptions. Syringes will be covered by the plan.

Section 2. Premium charges for health insurance will be subject to the following conditions:

(A) In the case of a self-funded plan, premiums will reflect the anticipated cost to the Employer of providing the insurance, using actuarial estimates or experience factors.

(B) Employees on active pay status will be required to contribute toward the cost of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the indemnity plan or the U.S. Healthcare HMO plan, whichever is higher.

Section 3. The employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by the employer/employee contributions as required by law.

Section 4. The employer shall continue to provide dental insurance in accordance with the current indemnity plan for employees only, at a cost to the Employer which shall not exceed

\$22.00. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and the P.B.A., Superior Officers Association Employees who elect to enroll in the dental plan organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for employee-only coverage under the indemnity plan. Any premium costs incurred by an employee in excess of the indemnity plan rates may be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open enrollment periods for the dental plans shall be in July of each year, coverage beginning September 1st.

Section 5. Employees who terminate their employment or begin unpaid leaves of absence after the first day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

Section 6. Insurance coverage will be provided to retirees as follows:

(a) The Employer shall continue medical coverage for employees, together with their dependents, who retire with a State Administered Pension System.

(b) The Employer will provide for continuation of prescription benefits to all employees, together with their dependents, who retire with at least twenty-five (25) years of creditable service with a State administered pension system and ten (10) years of service with the County of Gloucester before becoming eligible for this benefit.

Section 7. The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are equivalent or better than those of the existing plan(s).

Section 8. In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section 1 (A) may elect to waive either or both coverages, subject to the following provisions:

(A) Employees will be permitted to waive employer-provided medical coverage only upon furnished proof of other medical coverage through a spouse's employer or other source. The terms of such other coverage should be equivalent or better than the coverage offered by the Employer.

(B) Employees who waive medical or prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible as set forth below:

Employee-only medical:	\$ 90.00 per month
Parent/Child medical:	\$130.00 per month
Husband/wife medical:	\$160.00 per month
Family medical:	\$225.00 per month
Employee-only prescription:	\$ 15.00 per month
Family prescription:	\$ 35.00 per month

(C) Waivers of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period or unless the employee loses his or her alternative coverage, (as for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

(D) Waivers of coverage will take effect April 1, following the employees election. Payments will commence by the end of April and will continue thereafter on a regular basis each month while the waiver of coverage remains in effect.

(E) In case of a change in dependent status, employees who have waived their health benefits will have their monthly payments adjusted to reflect the appropriate category as set forth in subsection (B) above, beginning with the month following the change in status.

(F) Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section 6 must be re-enrolled in the respective plans not less than one (1) year prior to retirement.

ARTICLE XXIII

LEAVE OF ABSENCE

Section 1 Disability due to pregnancy shall be considered as any other disability in accordance with Federal Law.

Section 2 Leaves of absence without pay may be granted for a period not to exceed six (6) months with expressed written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that child care leave to care for an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

Sick Leave Donation

Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

A. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two (2) months or is expected to be out of work for at least two (2) months based on medical prognosis.

B. An employee will be eligible to receive up to ninety (90) days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

C. An employee may donate up to five (5) sick days to another employee provided he or she retains a balance of at least forty (40) sick days. An employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred twenty (120) days.

D. Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

E. No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

ARTICLE XXIV

GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the employer and P.B.A. Local 122 may meet from time to time, upon reasonable request of either party, to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum of seven (7) days advanced notice will be given the P.B.A. Local #122 or the employer.

Employees of this unit shall be granted the protections allowed by law for fair treatment in disciplinary hearings and provisions for due process.

ARTICLE XXV

EQUAL TREATMENT

The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or legal union activities.

ARTICLE XXVI

LIAISON

A maximum of three (3) representatives of P.B.A. Local #122 and three (3) representatives for the employer shall meet at a time of mutual convenience to both parties, during March and September to discuss substantive of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party; and such written notification shall explicitly list the item(s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting(s) are not intended to be negotiation sessions.

It will be the responsibility of all three, whoever they might be at the given time, to serve as representatives of the association with regard to the grievances or concerns, etc., and will serve for the duration of this contract or until replaced through resignation of a representative or a vote of the body.

ARTICLE XXVII

DURATION

This Agreement shall be effective as of January 1st, 2005 and shall remain in full force and effect until the 31st day of December, 2009.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished or modified in any way except as herein granted without expressed written approval of both parties.

ARTICLE XXIII

PRINTING OF AGREEMENT

The County of Gloucester shall cause to be printed a sufficient number of collective bargaining agreements so that each employee shall have his/her own copy along with a copy or the majority representative.

AUTHORIZED SIGNATURES

In witness thereof the parties are authorized to sign below.

FOR P.B.A LOCAL # 122

Angel Alvarez

10-03-05
DATE

And Bay

10-7-05
DATE

[Signature]

10-25-05
DATE

FOR THE PROSECUTOR

Frank Patton

10/25/05
DATE

COUNTY PROSECUTOR