

Contract no. 1303

INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

AUG 18 1982

RUTGERS UNIVERSITY

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PREAMBLE

WHEREAS, the County Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting his relations with his employees insofar as such practices and procedures are appropriate to the functions and obligations of the County Prosecutor, to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the Office of the County Prosecutor and to provide an orderly and prompt method for handling and processing grievances;

THIS AGREEMENT dated _____ BETWEEN THE BURLINGTON COUNTY PROSECUTOR, hereinafter referred to as the "EMPLOYER" AND THE PROSECUTOR'S AGENTS OF THE BURLINGTON COUNTY PROSECUTOR'S OFFICE.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
RECOGNITION

The Burlington County Prosecutor hereby recognizes each person as representing him/her self on an individual basis for the purpose of establishing salaries, wages, hours and other conditions of employment.

ARTICLE II
REPRESENTATIVES

The employee covered by this Agreement shall be granted reasonable time with pay during working hours to participate in collective bargaining meetings and settling grievances, as requested. There shall be no overtime or compensatory time credited under this section.

Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the employer or employee.

ARTICLE III
GRIEVANCE PROCEDURE

A. The purpose of the grievance procedure shall be to settle grievances between the employer and a grievant as quickly as possible so as to assure efficiency and promote employee morale. All grievances shall be processed as follows.:

1. The grievant and his/her representative (grievance committee) shall present a written statement of the alleged grievance to the First Assistant Prosecutor within five (5) days after the incident complained of. The First Assistant Prosecutor will review the grievance, investigate the facts and submit a written answer to the grievant within seven (7) days of the submission date on the grievance form.

2. If the grievant is not satisfied with the answer submitted by the first Assistant Prosecutor during the Step 1 stage of his/her process, the same shall be reduced to writing by the grievant and his/her representative and submitted to the Prosecutor within ten (10) days.

3. The Prosecutor shall review the matter and, within fifteen (15) days of the receipt of the complaint, submit a written decision with respect to the alleged grievance. Such decision as made by the Prosecutor shall be final and binding on all issues not otherwise appealable.

B. As to unclassified non-Civil Service employees who may be discharged by the employer during the term of this agreement, the following procedure shall apply:

1. The employee so affected may, within three (3) days after notification of his/her discharge, request in writing a hearing before the Prosecutor. Such hearing shall be scheduled by the employer within seven (7) days of receipt of the employee's written notice requesting same. The employee may have a representative of his/her choice at the hearing.

2. The decision of the Prosecutor shall be rendered within three (3) days after the hearing, and such decision shall be final and binding.

C. It is hereby agreed that this agreement shall, in no way, limit or restrict the Prosecutor's Agents from exercising any legal rights which they might have, including their rights to resort to PERC, the Civil Service Commission or the courts.

ARTICLE IV

DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the context clearly indicates otherwise:

PERMANENT EMPLOYEE - any employee listed herein employed by the Burlington County Prosecutor who has completed the requisite probationary period of 90 days.

RETIRED EMPLOYEES - employees who retire while a member of a State administered retirement system.

DEPENDENTS - includes employee's spouse and an employee's unmarried children including any stepchildren and legally adopted children dependent upon employee for complete support and maintenance.

IMMEDIATE FAMILY - means father, mother, spouse, child, stepchild, sister or brother of the employee. It shall also include relatives and foster children of the employee residing in the employee's household.

GRIEVANCE - means any controversy arising over the language or adherence to the terms and conditions of this agreement and may be raised by the Prosecutor or an individual.

ANNIVERSARY DATE - date of hire, to include all prior continuous service with any state, county, or local government except for employees hired after January 21, 1980.

DATE OF RANK - date of most recent title change or promotion.

DAY - when a day or days are referred to for purposes of submitting or responding to a report or grievance, the word "day" shall be assumed as a working day or day of business, except when further defined in this agreement.

HOURLY RATE - shall be computed by dividing the employee's annual base salary by the number of working days during the calendar year in which the employee is working, thereby producing the employee's daily rate; the daily rate is then divided by 8 (or the number of hours in a work day), thus producing the employee's hourly rate.

For the purposes of this agreement, the term "Prosecutor's Agents" shall be defined as full time employees, to include the plural as well as the singular, and to include females as well as males.

ARTICLE V

MANAGEMENT RIGHTS

Except as modified, altered, or amended by the terms of this agreement, 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 Civil Service; to hire and lay off classified employees in accordance with Civil Service procedure; to introduce new or improved methods or facilities, 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. Further, the employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in such office prior to the signing of this agreement.

Both employer and employees agree that all management rights not specifically listed herein are also retained by the employer.

ARTICLE VI

EMPLOYEES' RIGHTS

Employer hereby agrees that every employee shall have the right freely to organize, join, and support any recognized bargaining unit 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 directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of New Jersey or the Constitution of the State of New Jersey and of the United States.

The employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in any recognized bargaining unit, his/her participation in any activities of any recognized bargaining unit, collective negotiations with the employer, or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment as prescribed by the laws and Constitution of the State of New Jersey.

ARTICLE VII

HOURS AND OVERTIME

"Working day" is defined as Monday through Friday, excluding holidays.

A. For all Prosecutor's Agents in the Prosecutor's Office, the work day shall be seven (7) consecutive hours per day, thirty-five hours per week. The work week shall consist of five (5) consecutive days. Lunch periods shall not be included in the seven (7) hour period.

B. Regular working hours shall consist of any consecutive seven (7) hour period from 8:30 AM to 4:30 PM or from 9:00 AM to 5:00 PM, with one hour for lunch.

C. Overtime refers to any time worked beyond the normal work week and is to be earned only when an employee is ordered to work by the Department Head or immediate supervisor. Such order shall be given only when unusual circumstances arise. If an employee works overtime, he/she shall be entitled to compensatory time off or pay equal to one and one half times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

D. No overtime shall be authorized or approved unless the individual making the application has, in fact, worked his/her designated position beyond his/her normal work week of either thirty-five (35) hours. Sick leave shall not be considered "time worked," unless the employee provides medical documentation for him/herself or other persons covered within the definition of sick leave with his/her request for overtime payment. Personal leave, holiday and vacation time shall be considered "time worked" if properly scheduled and approved.

E. Compensatory time off must be taken within the thirty (30) day period immediately following the overtime worked unless priority of work necessitates an extension of time or the calendar year ends within the thirty (30) day period. Compensatory time shall not accumulate from year to year, but previously earned compensatory time shall not be altered or affected by the terms of this agreement.

F. If any employee elects to be compensated with overtime pay in lieu of compensatory time off, he/she shall immediately notify the department head, following the period in which overtime hours are worked. All such requests for pay shall not be unreasonably denied.

G. If compensatory time cannot be scheduled within a thirty (30) day period from the date the overtime was worked, the employee shall be compensated with overtime pay.

ARTICLE VIII

LEAVE OF ABSENCE

A permanent employee who is temporarily either mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the service, or who for any reason considered good by the prosecutor desires to secure leave from his/her regular duties may, with approval of the Prosecutor, be granted special leave of absence without pay for a period not exceeding six months and with the approval of the Prosecutor extend such leave for an additional period not exceeding six months. Any employee requesting special leave without pay shall submit his/her request in writing stating the reason why, in his/her opinion, the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty. For each separate case of special leave without pay other than as herein provided under the statutes, the Prosecutor shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the classification.

ARTICLE IX

SICK LEAVE/PREGNANCY DISABILITY

An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Prosecutor may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

ARTICLE X

MILITARY LEAVE OF ABSENCE

Any employee who is a member of the National Guard or naval militia or of a reserve component of any of the Armed Forces of the United States, who is ordered to undergo required annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period, for a period of ten (10) working days. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his/her commanding officer and a copy of his/her Orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through his/her National Guard, naval militia or reserve component, the Prosecutor in his discretion shall consider the request for such leave and grant or deny the same upon receiving reasonable notice from the New Jersey Department of Defense that said employee has made application for such training and also providing said leave of absence will not unduly interfere with the operation of the employee's department.

ARTICLE XI

ABSENCE WITHOUT LEAVE

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

1. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and shall be cause for disciplinary action or dismissal.

2. Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing, unless a valid and justifiably acceptable reason exists why proper notice could not be given during the time period stated.

ARTICLE XII

HOLIDAYS

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Martin Luther King's Birthday, observed on the third Monday in January.
3. February 12, known as Lincoln's Birthday
4. The third Monday in February, known as Washington's Birthday
5. The day designated as Good Friday
6. The last Monday in May, known as Memorial Day
7. July 4, known as Independence Day
8. The first Monday in September, known as Labor Day
9. The second Monday in October, known as Columbus Day
10. General Election Day
11. November 11, known as Veterans' Day
12. The fourth Thursday in November, known as Thanksgiving Day.
13. The Friday after Thanksgiving Day.
14. December 25. known as Christmas Day.

All of the foregoing holidays which fall on Saturday during the term of this Agreement shall be observed on the previous Friday, and those which fall on Sunday shall be observed on the following Monday.

Employees must be in a pay status the workday before and the workday after a holiday to be paid for a holiday.

ARTICLE XIII

PERSONAL LEAVE

All employees covered by the provisions of the agreement shall be entitled to three (3) days a year leave of absence with pay for personal business. Said leave shall not be taken unless 24 hours notice thereof has been given to the employee's supervisor. The Prosecutor reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal leave days shall be prorated at one (1) for each four (4) months of service during the first year of employment or last year of employment.

VACATIONS

Permanent employees in the county service shall be entitled to the following annual vacation with pay subject to scheduling approval by the department head:

1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

3. Additional days based upon years of permanent service are credited on January 1st in the calendar year of the employee's anniversary. When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

4. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro rated basis. The amount of time earned shall be pro rated to calculate time owed to the county should an employee leave the county service for any reason. Deductions will be made from an employee's final pay if more vacation has been taken than has been earned.

5. Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the service of the employer for any reason prior to taking his/her vacation, shall be compensated in money for any earned unused vacation time.

ARTICLE XV

SICK LEAVE

A. Sick leave defined: Proof of need of leave; Sick leave is hereby defined to mean absence from post of duty for an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance may be required as sufficient proof of need of absence or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family.

In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six-month period as a sufficient proof of need of leave of absence of the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In the case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

B. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

1. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credit the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

2. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at 1 1/4 days per month for purposes of computing time owed to the county in the event an employee should leave prior to the completion of that calendar year and having used all credited sick time.

3. Provisional, full time employees in the county service shall be entitled to one (1) working day's sick leave with pay for each month served during such provisional full time employment.

C. If an employee is absent for five (5) consecutive working days because of personal illness as set forth in the above rule, the Prosecutor shall require acceptable evidence of recovery by a doctor's certificate stating the nature of the illness and anticipated length of time the employee will be absent from his/her duties.

D. The employer shall, at all times, have the right to allow additional sick leave on such basis as the employer shall deem appropriate.

E. Unused sick leave shall accumulate from year to year.

F. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave herein above set forth, shall notify the office by telephone or personal messenger within one (1) hour of the beginning hour. Failure to do so may result in the loss of pay for the period of absence.

G. Failure to so notify his/her supervisor shall be cause of denial of the use of sick leave for that absence. Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

H. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by a physician selected by the employer. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and that his/her return will not jeopardize the health of other employees. Cost of the examination shall be borne by the employer. Employees shall notify the Prosecutor of their intention to return at least seven (7) working days prior to their intended return date.

I. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave. Sick leave shall be prorated during the last year of employment.

ARTICLE XVI

SICK LEAVE BENEFITS ON RETIREMENT

Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement.

The amount of the supplemental compensation payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B.

The county shall continue its current practice of payment of full coverage for the first 90 days following the date of retirement regardless of the number of years of service.

ARTICLE XVII

INSURANCE BENEFITS

A. Health Benefits

1. Family hospital, surgical and Major Medical or Health Maintenance Organization (HMO) or HIP benefits, shall be available for all full time employees on the first of the month after three (3) months of service. The employer shall pay up to the same amount toward HMO coverage that it contributes toward basic coverage. Any additional costs for HMO coverage shall be the sole responsibility of the employee.

a. It is understood that, because of restricted open enrollment periods, some new employees may not be eligible to participate in HMO until the next open enrollment period. New employees will be so advised at the time of hire.

2. During the term of this Agreement, there shall be no change in the Group Hospital Medical Plan or any type of insurance presently maintained and paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones now in effect.

3. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee may prepay health premiums for the next two hundred seventy (270) days of the approved leave of absence beyond the ninety (90) days paid by the County.

B. Dental

1. The employer shall pay the full premium cost of a family program of dental care.

2. The family program of dental care shall be upgraded to include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A (Health Benefits).

a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1000) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a one thousand dollar (\$1000) maximum per lifetime which is separate from the maximum mentioned above.

C. Prescription/Vision Care

1. Effective January 1, 1990, full time eligible employees shall be eligible for prescription/vision care reimbursement not to exceed one hundred seventy-five dollars (\$175). Effective January 1, 1991, the amount shall not exceed two hundred dollars (\$200). Effective January 1, 1992, the amount shall not exceed two hundred fifty dollars (\$250). To be eligible for such reimbursement, employee must be on the payroll effective September 30th of the previous year.

2. The County shall reimburse each eligible employee up to the maximum for prescription/vision care for him/herself and/or family members. Such payment for expenses incurred shall be for items or services not covered by any other employee benefit program and shall not be duplicative.

3. Reimbursement shall be made to the employee once documentation has been verified by receipt on approved forms. Such documentation shall be submitted no later than December 15th to the Burlington County Treasurer's Office.

4. Payment shall be made to the employee within a reasonable period prior to January 31st of the following year.

D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the employer shall provide a five thousand dollar (\$5000) life policy, premiums for the first one thousand dollars (\$1000) of which shall be paid by the employer. Premiums for the remaining four thousand dollars (\$4000) coverage shall be paid by the employee through the payroll deduction plan.

E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

F. Jury Duty

If any employee is called to serve on a jury, the time will not be deducted from his/her vacation time if his/her jury check is turned over to the County Treasurer's Office for the number of days absent from his/her employ. This time must be reported on the daily report forms.

G. The employee agrees upon becoming involved as a party to litigation arising from his/her employment, to immediately notify the employer of said legal action. The employer will be responsible for an appropriate defense in accordance with the law.

H. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County, as defined by the anniversary date in this contract, shall be eligible to have his/her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the county. The employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverages for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

ARTICLE XVIII

TRANSPORTATION AND INVESTIGATIVE EXPENSES

A. Employees authorized to use privately-owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the rate of \$.21 (twenty-one cents) per mile. Transportation expenses shall be paid by voucher which shall be submitted on a monthly basis, or at such time and in such form as the employer may require.

B. All out-of-pocket expenses incurred by a Prosecutor's Agent during the course of an official field investigation will be reimbursed, excluding meal expenses incurred during the regular working hours when said investigation does not require an overnight stay. Further, all such expenses incurred shall not exceed the amount authorized under the Burlington County policy.

C. The immediate supervisor will examine all expense documents submitted, and certify them as being a valid expenditure made pursuant to an authorized investigation.

ARTICLE XIX

OTHER BENEFITS

A. Ten-minute coffee breaks in the morning and afternoon are permitted. The time of the break shall be determined by the supervisor in charge.

B. Tuition Reimbursement - Employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Prosecutor after written request to and recommendation by the First Assistant Prosecutor.

If approval is granted, the employee must submit evidence that he/she has obtained a grade equivalent to a "C" or better. The amount of reimbursement shall be limited to the equivalent cost of three under-graduate credit hours at Rutgers, the State University, for a semester.

C. Clothing Allowance - When an employee, during work-related duties, damages clothing, such employee shall be reimbursed for the full amount thereof upon presentation of receipt for damages or two quotes for repair and/or replacement, and a report submitted to the First Assistant Prosecutor explaining the circumstances surrounding the loss.

ARTICLE XX

EQUAL EMPLOYMENT

A. The employer and employee hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

B. There shall be no discrimination, interference or coercion by employer or any of its agents against the employees represented by any recognized bargaining unit because of membership or activity in such unit. Neither the employer nor any recognized bargaining unit shall discriminate against any employee because of race, creed, color, age, sex, national origin, religion, marital status or political affiliation.

ARTICLE XXI

GENERAL PROVISIONS

A. The Prosecutor and the employee will 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 shall be initiated by written request of either party which shall reflect the precise agenda of the meeting. A three (3)-day advance notice will be given by either party.

B. It is hereby agreed that this Agreement shall, in no way, limit or restrict the employee from exercising any legal rights which it might have, including its right to resort to P.E.R.C. or to seek a remedy through the courts.

C. The employer agrees to grant the necessary time off without loss of pay or time to any properly elected delegate of a bona fide police organization (P.B.A. or F.O.P.) to attend any state or national convention as provided under N.J.S.A. 11:26C-4. The employer shall permit said delegate to attend the monthly state delegate's meeting without loss of pay or time.

ARTICLE XXII

NO-STRIKE PLEDGE

A. The employees covenant and agree that during the term of this agreement, neither they nor any person acting in their behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the County Prosecutor. The employees agree that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walk-out or other job action, it is covenanted and agreed that participation in any such activity by any employee shall entitle the County Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to application of the Civil Service law.

C. The employees will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out, or other job action against the County Prosecutor.

D. Nothing contained in this agreement shall be construed to limit or restrict the County Prosecutor in his right to seek and obtain such judicial relief as he may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the employees.

ARTICLE XXIII

SENIORITY

Seniority shall be given preference for purposes of internal scheduling in the Prosecutor's Office for vacations and personal leave.

ARTICLE XXIV

WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided that the same are not contrary to this agreement and further provided that the employee shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy sent to the employee.

Such rules and regulations shall be equitably applied and enforced.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unenforceable or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

ARTICLE XXVII

SALARIES

A. Salary Adjustments/1990

1. Effective January 1, 1990, all steps on the 1989 Burlington County Compensation Plan shall be increased by one thousand one hundred dollars (\$1100). To be eligible for said increase, the employee shall have been on the payroll September 30, 1989 and shall have maintained continuous full time employment through January 1, 1990 unless the employee is below the established minimum salary for Burlington County.

2. On July 1, 1990, all employees who have at least eleven (11) months of continuous full time employment by June 15, 1990 shall be eligible for a salary adjustment based upon the Performance Evaluation System. This shall be accomplished by adding seven hundred fifty-seven dollars (\$757.00) to his/her base salary, with the exception of Betteanne Grant who shall have nine hundred twenty-five dollars (\$925.00) added to her base salary. The employee will then be placed on the range for that title at a step equal to or above his/her new base salary.

3. Should an employee's July base salary adjustment be greater than the highest step in his/her range, he/she shall receive the difference in a cash award.

B. Salary Adjustments/1991

1. Effective January 1, 1991, all steps on the 1990 Burlington County Compensation Plan shall be increased by one thousand one hundred fifty dollars (\$1150), thus creating the 1991 Burlington County Compensation Plan.

2. On July 1, 1991, all employees who have at least eleven (11) months of continuous full time employment by June 15, 1991 shall be eligible for a one (1) step salary adjustment based upon the established Performance Evaluation System.

3. Any employee at or above the highest step in his/her range shall receive his/her July 1, 1991 increment in a cash award.

C. Salary Adjustments/1992

1. Effective January 1, 1992, all steps on the 1991 Burlington County Compensation Plan shall be increased by one thousand two hundred (\$1200) dollars, thus creating the 1992 Burlington County Compensation Plan.

2. On July 1, 1992, all employees who have at least eleven (11) months of continuous full time employment by June 15, 1992 shall be eligible for a one-step salary adjustment based upon the established Performance Evaluation System.

Any employee at or above the highest step in his/her range shall receive his/her July 1, 1992 increment in a cash award

ARTICLE XXVIII

EFFECTIVE DATES

A. This agreement shall become effective as of January 1, 1990 and shall terminate on December 31, 1992. If either party desires to change this agreement, it shall notify the other party in writing not less than ninety (90) days or more than one hundred eighty (180) days before the expiration date of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

LORETTA AKKERMAN

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

VALERIE BUTLER

IN WITNESS WHEREOF, the parties have hereunto affixed their
signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

DAWN COOPER

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

BETTEANNE GRANT

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

JOYCE LEVINS

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

THOMAS SHERRER

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

PAMELA SHIVERS

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

ROBERT VAN GILST

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

BURLINGTON COUNTY PROSECUTOR

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

JOAN KARASINSKI

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Effective January 1, 1990, \$1100 will be added to the 1989 salary of Loretta Akkerman. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Loretta Akkerman. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Loretta Akkerman is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Valerie Butler. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Valerie Butler. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Valerie Butler is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Dawn Cooper. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Dawn Cooper. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Dawn Cooper is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Joan Karasinski. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Joan Karasinski. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Joan Karasinski is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Joyce Levins. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Joyce Levins. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Joyce Levins is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Thomas Sherrer. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Thomas Sherrer. The employee will then be placed on the range at a step equal to or above his new base salary. The applicable range for employee Thomas Sherrer is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Pamela Shivers. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Pamela Shivers. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Pamela Shivers is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Robert VanGilst. Effective July 1, 1990, an increment of \$757.00 will be added to the base salary of Robert VanGilst. The employee will then be placed on the range at a step equal to or above his new base salary. The applicable range for employee Robert VanGilst is Range 11. All salary increases are retroactive to the stated effective dates.

Effective January 1, 1990, \$1100 will be added to the 1989 salary of Betteanne Grant. Effective July 1, 1990, an increment of \$925.00 will be added to the base salary of Betteanne Grant. The employee will then be placed on the range at a step equal to or above her new base salary. The applicable range for employee Betteanne Grant is Range 17. All salary increases are retroactive to the stated effective dates.