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**AGREEMENT** 

Betwe'en

P.B.A. LOCAL #249
BURLINGTON COUNTY CORRECTIONS OFFICERS

and the

BOARD OF CHOSEN FREEHOLDERS (EMPLOYER)



# PREAMBLE

THIS AGREEMENT entered into between the Board of Chosen Freeholders of the County of Burlington, hereinafter referred to as the "Employer" and P.B.A. Local \$249, hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of equitable and peaceful procedures for the work and other conditions of employment, whether such employees are of provisional or permanent status.

ARTICLES

# ARTICLE I. RECOGNITION

The Employer recognizes the Association as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed herein, and for such additional classification as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees as established under Ch. 303, P.L. 1968, as amended.

#### ARTICLE\_II. MANAGEMENT

It is mutually understood and agreed that the Employer has the prerogatives of management, which include but are not limited to suspending, discharging for proper cause, promoting, transferring, taking necessary action in emergencies, determining the standards of selection for employment, maintaining efficient operations, determining the methods, means and personnel by which operations are to be conducted, determining the contents of job classifications subject to Civil Service Regulations and other applicable law or provisions of this Agreement.

# ARTICLE III. ASSOCIATION REPRESENTATIVES

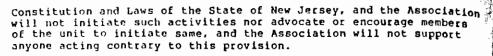
The Association shall have the right to designate three members of the Association as Association Representives, who shall not be discriminated against due to their legitimate Association activity.

#### ARTICLE\_IV. VISITATION OF PREMISES

Authorized representatives of the Association with the approval of the Department Head shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal activities relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

## ARTICLE\_V. STRIKES

The Association assures and pledges to the Employer that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the



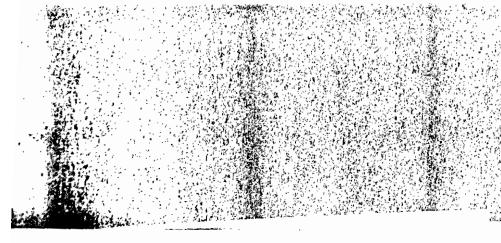
#### ARTICLE\_VI. ADHERENCE TO CIVIL SERVICE RULES

The Employer and the Association understand and agree that all rules pertaining to the County which are promulgated by the New Jersey Department of Civil Service concerning any matter not specifically covered by the Agreement shall be binding upon the parties hereto.

## ARTICLE\_VII. SALARIES

- A. Employees who are on the payroll effective September 30, 1982 and who shall have maintained continuous, full-time employment through January 1, 1983, shall receive a salary increase effective January 1, 1983 of 9%, the entire amount of which shall be added to the base salary unless they have reached their maximum. The maximum salary ranges shall be increased by \$1,000. All sums which shall exceed current maximum salary shall be paid to the employee as a cash, lump-sum payment and shall not form a part of the base salary for any purpose.
- B. On January 1, 1984, employees shall receive an increase in base salary of 8% upon the same terms and conditions as are set forth in Paragraph  $\Lambda$  above.
- C. On January 1, 1985, employees shall receive an increase in base salary of 8% upon the same terms and conditions set forth in Paragraph  $\Lambda$  above.
- The minimum Salary range shall increase by \$500 in each year of the contract.
   The salary ranges shall be as follows:

	1983	1984	1985	
Co. Corr. Captain	16,000 - 25,539	16,500 - 26,539	17,000 - 27,539	
Co. Corr. Lieut.	14,500 - 22,416	15,000 - 23,416	15,500 - 24,416	
Chief I.D. Off.	14,500 - 22,416	15,000 - 23,416	15,500 - 24,416	•
Co. Corr. Sgt.	13,500 - 21,259	14,000 - 22,259	14,500 ~ 23,259	
Sr. I.D. Off.	13,500 - 21,259	14,000 - 22,259	14,500 - 23,259	
Trng. Off. Law Enf.	13,500 - 21,259	14,000 - 22,259	14,500 - 23,259	
Co. Corr. Off.	11,300 ~ 17,565	11,800 - 18,565	12,300 - 19,565	
Ident. Off.	11,300 - 17,565	11,800 - 18,565	12,300 - 19,565	



E. It is agreed that to be covered by this Agreement an employee shall have maintained continued full-time employment up to and including the date of full execution of this Agreement.

#### ARTICLE VIII. PROMOTIONS

- A. Promotional positions shall be filled in accordance with Civil Service Rules, and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.
- B. It is understood and agreed by the parties that promotions in the classified services shall be viewed and understood as recognition of an employee's efforts and as a career advancement for all employees.
- C. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his or her salary shall be adjusted to either the minimum rate for the new class or title or \$500.00 whichever is higher.

#### ARTICLE\_IX, GRIEVANCCE\_AND\_ARBITRATION\_PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 - Within five days from the date of the grievable event, or occurrence, the grievant shall prepare his grievance in writing, and submit the same to the President, PBA Local 249 who shall have three days within which to approve the filing. Within five days after such approval, the grievance shall be served upon the department head, who shall schedule, hear and determine the grievance within ten (10) days after receiving it. The decision shall be made in writing and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the employee, PBA 249, and the Clerk/Administrator of the Board of Freeholders within said ten (10) day period.

Step 2 - Upon receipt of an adverse determination by the department head, the grievant, shall have a period of ten (10) days to appeal such determination to the <u>Clerk/Administrator of the Board</u> who shall schedule, hear and determine the grievance within 20 days after receiving it. The Clerk/Administrator shall hear the grievance and issue a decision in writing and in triplicate, and copies thereof, together with copies of the grievance and previous decision, shall be served upon the employee, and the Freeholder in charge of the department within said 20 day period.

Step\_3 - Upon receipt of an adverse determination by the Clerk/Administrator of the Board, the grievant shall have a period of 15 days to appeal such determination to the Freeholder in charge of the department. Such Freeholder shall schedule, hear and determine the grievance within 25 days after receiving it. Such Freeholder shall hear the grievance and issue a decision in writing and in triplicate, and copies thereof, together with copies of the grievance and previous decisions, shall be served upon the employee, PBA \$249 and the individual members of the Board of Freeholders within said 25 day period.

Step 4 - Upon receipt of an adverse determination of the Freeholder in charge of the department, the grievant shall have 20 days to appeal such determination to the <u>full Board of Freeholders, exclusive of the Freeholder in charge of the department</u>. The Board shall schedule, hear and determine the grievance within 30 days after receiving it. The Board shall hear the matter and issue a decision in writing and in triplicate and copies thereof shall be served upon the employee and PBA #249 within said 30 day period.

Step\_5 - Upon receipt of an adverse decision from the full Board, the grievant shall have 30 days to appeal such determination to the Public Employment Relations Commission or the Civil Service Commission, whichever is appropriate. Thereafter, all further proceedings shall be conducted in accordance with the rules and regulations of such agencies.

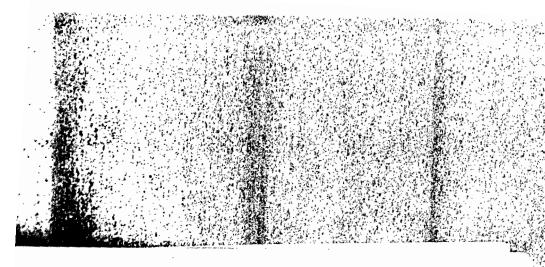
The parties further agree that they will submit to and be bound by compulsory arbitration, as a last step in the grievance procedure, with the cost thereof to be borne equally by the Employer and Association.

At all steps in the grievance procedure, the grievant shall have the right to be represented by Counsel and a Representative of PBA #249.

Extensions of time limits may be obtained only by the written consent of the grievant or Representative and person designated to hear and determine the grievance.

# ARTICLE X. LONGEVITY\_PAX

Longevity pay will be given in a separate check each December 1st during the term of this Agreement to all classified permanent Civil Service employees with more than five years continuus full-time service on that date, based upon date of permanent appointment, in accordance with the following schedule:



			1	983 and 1984	1985
5	years			2%	2.5%
10	years			3%	3.5%
15	years			4%	4.5%
20	years			5%	5.5%
25	years	Æ	over	6%	6.5%

Any person retiring during the course of the year will receive longevity on a monthly prorated basis. The same procedure will be followed in the case of death. These amounts will be payable up to a maximum of \$20,000 of an employees salary.

#### ARTICLE\_XL. WORK\_SCHEDULES

The regular staring time of work shifts will not be changed without reasonable notice to the affected employees unless deemed an emergency by the Warden.

When there is more than one work shift per day within a given classification, preferences will be given to the senior employee whenever possible.

# ARTICLE XII. HOLIDAYS

- A. The following will be paid holidays: January 1, known as New Year's Day; January 15, known as Martin Luther King's Birthday; February 12, known as Lincoln's Birthday; the third Monday in February, known as Washington's Birthday; Good Friday; the last Monday in May, known as Memorial Day; July 4, known as Independence Day; the first Monday in September known as Labor Day; the second Monday in October, known as Columbus Day; November 11, known as Veteran's Day; General Election Day; the fourth Thursday in November, known as Thanksgiving Day; the Friday after Thanksgiving; December 25, known as Christmas Day and December 24, 1984.
- B. Holidays need not be given to employees on the specific day on which the holiday falls; instead, a compensatory day off must be scheduled by an employee within one year of the holday's accrual. The said compensatory day must be taken within that time period and shall not accumulate beyond said time period. There shall be no accumulation of holidays from year to year.

### ARTICLE XIII. LEAVE OF ABSENCE

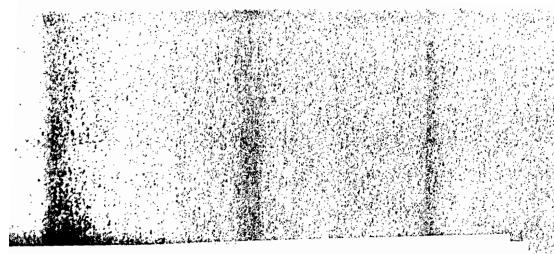
A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the service, or who for any reason considered good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

## ARTICLE XIV. PERSONAL LEAVE

- ' 1. Each employee shall be eligible for three days personal leave which may be used for personal business that can only be attended to during regular business hours with the permission of his immediate supervisor. Personal leave shall not be accumulated. New employees in the County service shall be awarded one personal leave day for each four months of service in the first calendar year of employment.
- In the event of retirement or termination, deductions will be made from the final pay of the employee for use by unearned personal leave time.

## ARTICLE\_XY. OYERTIME

A. Overtime refers to any time worked beyond the normal 40 hour week and is to be earned only when the employee is ordered to work by a supervisor. Such orders shall be given only when unusual circumstances arise. All time worked over the normal work week will be paid at 1+1/2 times the normal salary during the next pay period following the pay period the overtime was worked, if possible.



- 8. No overtime shall be authorized or approved for payment unless the individual making the application for overtime pay has in fact worked at his designated position for 40 hours during any given week. Sick leave shall not be considered "time worked". Holiday time, vacation time or personal leave time shall be termed as time worked for this purpose.
- C. Each institution shall initially contact the qualified and available employees assigned to it for the purpose of making overtime work assignments. Thereafter, qualified and available employees assigned to another institution may be contacted. In an emergency, qualified and available employees at either institution may be contacted for this purpose.
- D. If for unusual circumstances the Department Head directs that an employee work overtime, a letter describing the circumstances will be sent to the personnel committee justifying the overtime.
- E. Any employee called in to work overtime shall receive a minimum of two hours pay regardless of time worked up to two hours. After two hours each employee shall be paid for actual time worked.
- F. If an employee is schedule to work a holiday, another day shall be allowed in its place. If an employee is not scheduled to work on a holiday, but is called in, such employee shall be paid at the rate of double time, in addition to which such employee shall receive straight time pay for the holiday in lieu of a day off.

## ARTICLE XVI. WORKERS! COMPENSATION, SAFETY AND HEALTH

- Section 1, a. When an employee is injured on duty, he shall notify his Department Bead immediately so that a report may be prepared. Be will be placed on a leave, of absence without pay unless he desires to use sick or vacation leave during this period of disability. If his case is approved he will receive Worker's Compensation. The County shall not be chargeable or responsible for the difference in salary.
- b. Notwithstanding the provision of Section 1.a. when an employee is injured on duty as a result of the direct action, effort, interference or activity of an inmate or prisoner the County will pay employee his or her full salary for up to twenty (20) working days. Deductions from the employee's sick or vacation leave will be made until such time as those employee's eligible for worker's compensation disability payments turn such weekly disability payments over to the County for this twenty-day period, thereupon, the deducted vacation and/or sick days utilized will be restored to the employee's records.

Section 2. The Employer at all times will maintain safe and healthful working conditions. It will provide the employees with any wearing apparel, firearms, tools or devices reasonably necessary to insure their safety and health.

Section 3. The Employer and the Association shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general, and to make recommendationns to either or both parties when appropriate. During working hours, and with no loss in pay, the safety committee member representing the Association shall be permitted to visit work locations throughout the Employer's facilities where employees covered by this Agreement regularly work for the purpose of investigating safety and health conditions. Time devoted to this activity by the safety committee member representing the Association shall not exceed one (1) hour per day unless additional time is authorized by the employer.

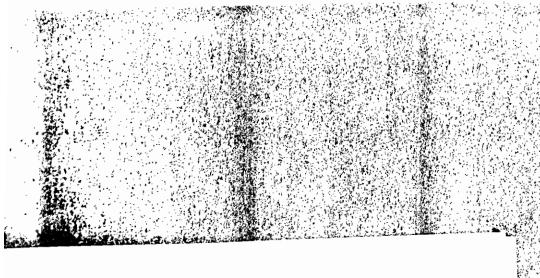
Section 4. The employer agrees to insure the safety and adequacy of all working areas and equipment provided for employees' use. The Association reserves the right to call upon the Employer or any appropriate State or Federal Agency to investigate any matter involving work areas, conditions or equipment. Such requests will only be made where the Association believes that the employee is being subjected to a possible impairment of health or safety.

## ARTICLE XVII. EQUAL TREATMENT

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, Association membership, or Association activities. This also pertains to non-affiliated Association members.

## ARTICLE\_XYIII WORK\_RULES

The Employer shall establish and reduce to writing reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. A copy of all jail rules and regulations shall be distributed to each employee. The Association shall have the right to review with the Employer any proposed changed in jail rules and regulations which would bring about a substantial change therein.



# ARTICLE XIX. FRINGE BENEFITS

- A. Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) Benefits Temporary and Permanet Employees, after ninety days' service, may enroll for benefits for their entire families. The County will pay the same monetary amount toward HMO coverage as is contributed toward traditional coverage. Any additional cost of HMO coverage shall be paid by the employees.
- B. 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 \$5,000.00 life policy, premiums for the first \$1,000.00 of which shall be paid by the Employer. Premiums for the remaining \$4,000.00 coverage shall be paid by the employee through the payroll deduction plan.
- C. 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 one now in effect.
- D. Family Program of Dental Care to be paid by Burlington County.

# ARTICLE\_XX. ANNUAL\_YACATIONS

A. Permanent employees shall be entitled to the following annual vacations with pay:

Up to one year of service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working days' vacation; after ten years and up to fifteen years of service, fifteen working days' vacation; after fifteen years and up to twenty years of service, twenty working days' vacation; and after tyenty years of service, twenty five working days' vacation. Additional vacation days based on years of permanent service are granted January 1st in the calendar year of the anniversary.

When in any calendar year the vacation or any part thereof is not granted by reason of pressure of work, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the text succeeding calendar year only.

B. Temporary employees shall be entitled to the following annual vacation with pay:  $\ensuremath{\checkmark}$ 

One working days' vacation for each month served during such temporary full-time employment.

- C. Employees on daily or hourly basis are not eligible.
- D. Any employees who are laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation. A deduction will be made if more time is used.

## ARTICLE XXI. SICK LEAVE WITH PAY

A. Permanent employees shall be entitled to the following sick leave if absence with pay:

One working days' sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment, and fifteen day's sick leave with pay for each calendar year thereafter, which can be taken only as earned. If any such employee requires no or a portion only of such allowable sick leave for any calendar year, the amount of such ieave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance not to exceed ten days upon a member of his family critically ill and requiring the presence of such employee, or death in the immediate family.

If an employee is absent for five consecutive working days, for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed. The nature of the illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.

If it is suspected that the employee is abusing the sick leave privilege, the Department Head may at that time require the employee seeking sick leave to submit acceptable medical evidence. If the sick leave is not approved, he will suffer loss of pay for such time.

An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth shall notify his immediate supervisor, or some other person in his particular employment unit, by telephone or personal message, at least two hours prior to the normal starting time, or follow policies determined by the Department Head which are consistent herewith. If an employee does not report prior to starting time, he will suffer loss of pay.

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved in the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available.

B. Temporary employees shall be entitled to the following sick leave of absence with pay:

One working days' sick leave with pay for each month served during such temporary full-time employment.

C. Employees on daily or hourly basis are not entitled.

# ARTICLE\_XXIL SENIORITY

- A. Seniority is defined as an employee's total length of service with the Employer, beginning with his permanent date of appointment and in accordance with Civil Service Rules and Regulations.
- B. If a question arises concerning two or more employees who were hired on the same date the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees' last names. If permanent employee status is not affected, seniority can be computed from hiring date. Upon promotion, an employee shall become the least senior employee in the classification to which he has been promoted.

- C. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent appointment, classification and pay rate, and said records shall be available to the Association upon request.
- D. Except where New Jersey Civil Service statutes require otherwise, in all cases of promotion, demotion, layoff, recall, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference.
- E. Provided he has the ability to perform the work involved, employees shall have the right to bid upon assignments at the County's various correctional facilities irrespective of the facilities to which they are assigned at the time of the bidding.

## ARTICLE XXIII. MATERNITY LEAVE

Permanent employees who shall have completed their working test period shall be granted leave during the time prior to the expected date of delivery and for six weeks after the actual date of delivery on presentation of a doctor's certificate and on approval of the Department Head. Additional time beyond the six weeks period may be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

Earned and accumulated sick leave and earned and accumulated vacation leave may be used for maternity leave.

## ARTICLE XXIV. MILITARY LEAVE

A permanent 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 required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. The total amount of such leave shall not exceed ten (10) working days per year.

## ARTICLE XXY. JURY DUTY

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

## ARTICLE\_XXVI. RETIREMENT

- A. Revised Statute 43:15A-47b states that each member of the Public Employees' Retirement System shall be retired on the first day of the calendar month following attainment of age 70, or within one month thereafter. If it is the desire of the Department Bead to recommend that the employment be continued, a recommendation to waive shall be presented to the Board of Chosen Freeholders annually prior to the employee's birthday.
- B. 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 on the effective date of his retirement.

The supplemental compensation payment to be paid hereunder 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 employment prior to the effective date of his retirement; provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

# ARTICLE XXVII. RIGHTS AND PRIVILEGES OF THE ASSOCIATION

The Employer shall provide reasonable on-premises parking for all employees, when available.

Whenever any representative of the Association or any employee is mutually scheduled by the parties to this Agreement to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.

Representatives of the Association shall be permitted to transact official Association business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service.

The Association has the use of County buildings at all reasonable hours when appropriately scheduled through the proper authority. The Association has the use of designated facilities and equipment when not otherwise in use.

The Association has the use of Bulletin Boards and Mail Boxes.

Should the representative of the Association or the Association itself cause any malicious damage to any facility or equipment owned by the County, the Association hereby agrees to either repair such facility or equipment at its own cost or to reimburse the County for the reasonable cost to repair said facility or equipment.

#### ARTICLE\_XXVIII, TERMINATION

This Agreement shall be effective as of January 1, 1983 and shall remain in full force and effect through December 31, 1985. This Agreement shall be automatically renewed thereafter, unless one or more of the parties hereto shall notify the other parties hereto in writing at least one hundred twenty (120) days prior to the expiration of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than ninety (90) days prior to the expiration date of this Agreement.

## ARTICLE XXIX. DISCIPLINARY PROCEEDINGS

Employees covered by this Agreement who are summoned to appear before the Jall Administror for a disciplinary hearing shall be notlfied in writing at least three working days in advance of the day on which the hearing is to be held (excluding Saturday and Sunday).

The notice of the hearing shall include specific charges against the employee.

Whenever such employee is summoned for a disciplinary hearing, he shall be entitled to be accompanied by an Association representative, in addition to a lawyer.

Whenever an employee covered by this Agreement is summoned for a disciplinary hearing, the Association shall also be notified in the same manner as the employee in order that the employee be properly represented if he so chooses.

## ARTICLE XXX. EMPLOYEE EXPENSES

Employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed at the rate of eighteen (18) cents per mile. All personal car mileage shall be submitted on the proper forms, to be provided, and such mileage shall be computed on a portal-to-portal basis. No supervisor shall order an employee to transport anyone in his privately owned vehicle.

#### ARTICLE XXXI. RULES OF THE EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the public service shall be duly and conspicuously placed.

## ARTICLE XXXIL. PERSONNEL FILE

Employees shall have the right to inspect and review their own individual personnel files upon request made to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Each employee shall have the right to define, explain or object in writing to anything found in his personnel file.

## ARTICLE XXXIII. UNIFORMS

Uniform Supply and Maintenance The County will provide such new uniforms to be issued to employees using the following P.B.A. proposed specifications or equivalent:

- a. Pants: Material: 14-14-1/2oz 65% Polyester, 35% Rayon Duro-Press Wash and Wear, Navy Blue in color with 1-1/2 inch blue cloth strip to extend from under the cuff, to over the pocket to the waistband. Front creases to be permanently sewn in. Pants will also have heavy-duty zipper.
- b. Shirts: Tex Trop French Blue in color. Material 180% Dacron and Polyester with sewn military creases. Metal buttons on pockets and epaulets. Material will be wash and wear Duro-Press. Shirt specifications will cover both long and short sleeve shirts.
- c. Belts: Leather Garrison style with chrome buckle.

This uniform material will be issued in the following quantity: pants, two pair each; shirts, five each; belts, one each; annually or as necessary.

Any uniform that is damaged beyond repair will be replaced by the County  $\mbox{\ensuremath{\square}}$ 

ARTICLE\_XXXIV. LEGALITY OF CONTRACT

Any provisions of this Agreement found to be in violation of any existing or future Local, State or Federal Law, shall be subject to renegotiation by the parties in insure that such provisions are not in contravention of any such aforementioned law. Only those provisions in dispute shall be affectedted; all other terms and conditions of this Agreement shall remain unaffected.

It is agreed that in the event any future legislation concerning the employees of the County of Burlington liberalizes employee benefits beyond those contained herein, either by mandatory or permissive act, said employee benefits involved shall be subject to immediate renegotiation.

This Agreement represents the complete and final understanding by and between the parties on all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the Director of the Burlington County Board of Freeholders as a party hereto, has set his hand and seal hereto and the Association has caused this Agreement to be executed by its President, respectively, attested, by the Clerk/Administrator and Secretary, respectively, and their seals to be hereto affixed this day of May . , 1983.

ATTEST:

P.B.A. LOCAL #249

Secretary

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Clerk/Administrator

President

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BUBLINGTON