

2-0960

File-Current Contract
08-00

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 17 1989

RUTGERS UNIVERSITY

RECEIVED

'89 OCT-17 09:03

AGREEMENT BETWEEN
GLOUCESTER COUNTY PROSECUTOR

AND

P.B.A. LOCAL 122

(DETECTIVE/INVESTIGATOR)

1 9 8 9 - 1 9 9 0

X January 1, 1989 - December 31, 1990

TABLE OF CONTENT

<u>TITLE</u>	<u>PAGE #</u>
GRIEVANCE PROCEDURE	1
MANAGEMENT RIGHTS	2
WAIVER CLAUSE	2
WORK CONTINUITY	2
RATES OF PAY	4
SCHEDULE A	5
BASE SALARIES	6
LONGEVITY	7
SCHEDULE B	8
SICK LEAVE	9
VACATION	10
HOLIDAYS	13
PERSONAL DAYS	13
EXPENSES	14
TELEPHONE	14
HOURS OF WORK	14
EDUCATIONAL ASSISTANCE/INCENTIVE	14
OVERTIME COMPENSATION	15
STANDBY COMPENSATION/PAY	15
OUTSIDE EMPLOYMENT	15
AUTOMOBILE	16
MEDICAL COVERAGE	17
MEDICAL COVERAGE UPON RETIREMENT	17

LEAVE OF ABSENCE	18
GENERAL PROVISIONS	19
EQUAL TREATMENT	19
LIAISON	19
CAREER EMPLOYMENT	20
DURATION	21

ARTICLE I

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 the 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 employee 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 - An employee 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 person 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 II

MANAGEMENT RIGHTS

Except as modified, altered, or amended by the within Agreement and subject to law, the employer shall not be limited in the exercise of 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 cause 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 III

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 IV

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 employees to engage in such prohibited activities.

ARTICLE V
RATES OF PAY

The pay scale for all employees covered by this contract shall be set forth in Schedule A.

In any case where a more qualified person is available, the employer may make such an adjustment in the hiring rates as deemed necessary to properly and justifiably fill a position.

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 moneys shall be retroactive to January 1, 1989. All retroactive pay from January 1, 1989, to the signing of the contract will be payable by the County of Gloucester no later than July 1, 1989. However, a concerted effort will be made by the County of Gloucester to award all moneys owed retroactively to be paid as soon as possible following the signing of this contract.

During the second year of this contract (1990) all moneys shall be retroactive to January 1, 1990. The pay increase shall take effect January 1, 1990. The County of Gloucester will make every effort to adjust the salaries of employees as soon after January 1, 1990 as possible.

Schedule "A" reflects a 6% increase in 1989 and a 6% increase in 1990. Schedule "A" reflects the elimination of the step in pay for the previously denoted "2nd Class Det/Inv.". Due to this elimination, those members who as of January 1, 1989 were in the following scales will be changed as noted:

5th Class now called 4th Class
4th Class now called 3rd Class
3rd Class now called 2nd Class
1st Class remains 1st Class

For the 1992 contract year, the money involved in the elimination of Step two shall be considered new money. This consideration will be solely for this particular year. The dollar figure will be based on the four members presently under this agreement who will bypass Step Two in the calendar year 1992. The money will be arrived at by applying the current and subsequent percentage increases to the current base salary of Step Two, and arriving at the difference between this figure and the dollar figure for Step One.

SCHEDULE A

1989 BASE SALARY

	<u>1989</u>	<u>1990</u>
Min. Starting Salary No Police Experience	\$22,471.74	\$23,820.04
4th Class Det/Inv	\$27,168.71	\$28,798.83
3rd Class Det/Inv	\$29,539.24	\$31,311.59
2nd Class Det/Inv	\$31,909.78	\$33,824.37
1st Class Det/Inv	\$36,655.14	\$38,854.45

The Gloucester County Prosecutor shall retain the right to hire any person at a starting salary at any level based on his discretion, but in no event not to exceed 1st Class Det/Inv. pay nor less than the salary designated for Step 1, Minimum Starting Salary, No police experience. Whatever step an employee is hired at, after twelve (12) months in grade the employee automatically moves up to the next pay grade.

The above pay scales are based on accumulated time as an Investigator and/or Detective with the Gloucester, County Prosecutor's Office.

Increments shall be automatic, after twelve (12) months in grade. The employee shall move to the next increment effective on January 1st following the appropriate anniversary date of the employee.

BASE SALARIES

	<u>1989</u>	<u>1990</u>
BYRD, JOHN V.	\$36,655.14	\$38,854.45
WILDES, WILLIAM J.	36,655.14	38,854.45
WECHTER, DONALD W.	36,655.14	38,854.45
ROWAND, ROBERT F.	36,655.14	38,854.45
DUMONT, LLOYD F.	36,655.14	38,854.45
WRIGHT, JEFFREY C.	36,655.14	38,854.45
MARINO, MICHAEL J.	36,655.14	38,854.45
SZOLACK, JOSEPH T.	36,655.14	38,854.45
BURKE, RICHARD T.	36,655.14	38,854.45
PORTER, JOHN C.	36,655.14	38,854.45
JOHNSON, KATHALEEN M.	36,655.14	38,854.45
ALVARADO, ANGELO	31,909.78	38,854.45
JOHNSON, ERIC	36,655.14	38,854.45
ILLAS, ALEX	31,909.78	38,854.45
ROBINSON, JOHN	29,539.24	33,824.37
PRICE, ROBERT	29,539.24	33,824.37
BEST, ROBERT	27,168.71	31,311.59
JOHNSON, EDWARD	27,168.71	31,311.59
DIGIORGIO, MICHAEL	27,168.71	31,311.59
CRANE, KENNETH	27,168.71	31,311.59
BROGAN, STEPHEN	27,168.71	28,798.83

ARTICLE VI

LONGEVITY

Longevity benefits are defined as additional compensation over and above base salary to serve as a reward and consideration for service to Gloucester County while employed as a Detective/Investigator with the Gloucester County Prosecutor's Office.

Longevity benefits will be paid at a rate of one-quarter (1/4) of one percent (1%) per year of service as a Detective, Investigator or Superior Officer with the Gloucester County Prosecutor's Office, and shall include all employees included within the bargaining unit.

A minimum of five (5) years of service will be required to qualify for longevity, however, once qualified, credit shall be given for every year of service to the employee. 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 $5 \times 1/4$ or $1 \frac{1}{4}\%$ times the base salary for the year the longevity is being awarded. An employee with sixteen (16) years of service shall be awarded 4% times his/her base salary.

Longevity will be awarded in one (1) lump sum for the entire calendar year on the last payday in November. Interest will not be assessed by either party, nor will the County withhold longevity between the last payday in November and December 31 of that year. Payment will be made in a check separate from the bi-weekly paycheck.

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.

SCHEDULE B

				<u>1989</u>			<u>1990</u>
BYRD,	1/69	19	4.75%	\$1,741.12	20	5%	\$1,942.72
WILDES	1/74	14	3.50	1,282.93	15	3.75	1,457.04
WECHTER	1/74	14	3.50	1,282.93	15	3.75	1,457.04
ROWAND	3/76	12	3.00	1,099.65	13	3.25	1,262.77
DUMONT	7/76	12	3.00	1,099.65	13	3.25	1,262.77
WRIGHT	8/76	12	3.00	1,099.65	13	3.25	1,262.77
MARINO	5/81	7	1.75	641.46	8	2.00	777.09
SZOLACK	12/81	7	1/75	641.46	8	2.00	777.09
BURKE	7/84	4	0	0	5	1.25	485.68
PORTER	7/84	4	0	0	5	1.25	485.68
JOHNSON, K.	5/85	3	0	0	4	0	0
ALVARADO	2/86	2	0	0	3	0	0
JOHNSON ER	6/86	2	0	0	3	0	0
ILLAS	9/86	2	0	0	3	0	0
ROBINSON	12/87	1	0	0	2	0	0
PRICE	5/88	0	0	0	1	0	0
BEST	6/88	0	0	0	1	0	0
JOHNSON ED	6/88	0	0	0	1	0	0
DIGIORGIO	8/88	0	0	0	1	0	0
CRANE	9/88	0	0	0	1	0	0
BROGAN	4/89	0	0	0	0	0	0

ARTICLE VII

SICK LEAVE

All employees shall be credited with sick leave on the following basis:

One (1) day per full month during the initial calendar year of his/her employment; and one and one-quarter (1 1/4) sick days per full month for each subsequent calendar year thereafter.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

When an employee covered under this Agreement retires from the Gloucester County Prosecutor's Office with 25 years of service in a New Jersey Locally or State administered pension system, or has terminated in good standing with 15 years of service with the Gloucester County Prosecutor's Office and has attained the age of 55, the employee shall be entitled to sell back 50% of his/her unused accumulated sick leave with a ceiling of \$12,000. Example: If an employee is retiring and he/she has 100 days accumulated sick time, he/she is entitled to receive 50 days pay at his/her current rate of pay. The rate of pay for this sell back will be the employee's hourly rate of pay at the time of retirement.

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 and grandchild.

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

ARTICLE VIII

VACATIONS

All full time employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment:

One (1) working day of vacation for each full month of service.

During each succeeding year, through the calendar year prior to the year in which the 5th service anniversary falls:

Twelve (12) working days of vacation.

During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATE	VACATION DAYS
Jan. 1 - Feb 22	15
Feb. 23 - April 15	14.5
Apr. 16 - June 6	14
June 7 - July 28	13.5
July 29 - Sept. 18	13
Sept. 19 - Nov. 9	12.5
Nov. 10 - Dec. 31	12

During each succeeding year, through the calendar year, prior to the year in which the 12th anniversary falls:

Fifteen (15) working days of vacation

During the year in which the 12th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATE	VACATION DAYS
Jan. 1 - Feb. 3	20
Feb. 4 - March 8	19.5
Mar. 9 - April 10	19

Apr. 11 - May 13	18.5
May 14 - June 15	18
June 16 - July 18	17.5
July 19 - Aug. 20	17
Aug. 21 - Sept. 22	16.5
Sept. 23 - Oct. 25	16
Oct. 26 - Nov. 27	15.5
Nov. 28 - Dec. 31	15

During each succeeding year through the calendar year, prior to the year in which the 20th service anniversary falls:

Twenty (20) working days of vacation.

During the year in which the 20th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATE	VACATION DAYS
Jan. 1 - Feb. 3	25
Feb. 4 - March 8	24.5
Mar. 9 - April 10	24
April 11 - May 13	23.5
May 14 - June 15	23
June 16 - July 18	22.5
July 19 - Aug. 20	22
Aug. 21 - Sept. 22	21.5
Sept. 23 - Oct 25	21
Oct. 26 - Nov. 27	20.5
Nov. 28 - Dec. 31	20

Each succeeding year would receive thereafter:

Twenty-five (25) working days of vacation.

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.

An employee shall be allowed to carry over the preceding year's earned vacation leave.

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

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

Effective January 1, 1990, 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 member's service anniversary falls, twelve (12) vacation days per year.

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

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

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

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

For the 25 and years following 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.

An employee shall be allowed to carry over the preceding year's earned vacation leave.

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

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

ARTICLE IX

HOLIDAYS

There shall be a minimum of fourteen (14) 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.

ARTICLE X

PERSONAL DAYS

Every member of this bargaining unit will receive two (2) personal days. These days must be used in the calendar year in which they are earned. Personal days must be requested by the employee and must receive approval from the County Prosecutor or his designee. Personal days are defined as days needed to conduct personal business which cannot be conducted except during normal working hours.

ARTICLE XI

EXPENSES

Members of this 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.

ARTICLE XII

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 XIII

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 8:00AM and terminate at 4:00PM.

ARTICLE XIV

EDUCATIONAL ASSISTANCE/INCENTIVE

The employer agrees to reimburse tuition upon satisfactory completion, up to a maximum of \$200.00 per year, 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.

Commencing January 1, 1990, all members of the bargaining unit will be compensated \$600.00 for an Associate's Degree or its equivalent and \$1200.00 for a Bachelor's Degree. This payment is to be made by the County of Gloucester, in a separate check, on the 1st payday in the month of June of each calendar year. An employee must have met the requirements by December 31st of the preceding year for which the incentive is requested.

ARTICLE XV

OVERTIME COMPENSATION

The first ten (10) hours worked during any such two (2) week period, in excess of seventy (70) hours shall be compensated for by means of straight time release (compensatory) time.

That for all hours worked in excess of eighty (80) hours during any such two (2) week period, the unit members shall receive time and one half (1 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.

ARTICLE XVI

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 the employee is called out, the employee shall be paid time and one half (1 1/2) for all hours worked.

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) additional overtime hours for the holiday. If the employee is called out, he/she will receive time and one half (1 1/2) his/her regular hourly rate for hours worked during the holiday.

Whether the standby compensatory time is given as straight time hour for hour off or at a paid rate of time and one half (1 1/2) will be determined by the employee's total accumulated hours during the pay period. Time worked over 70 hours, but less than 80 hours will be compensated for with compensatory time and hours worked in excess of 80 hours for the pay period will be at a rate of pay of one and one half (1 1/2) times the employee's regular hourly rate of pay.

ARTICLE XVII

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 XVIII

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 will be reimbursed at the rate of nineteen (19) 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 XIX

MEDICAL COVERAGE

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

a. Blue Cross, Blue Shield, Major Medical and Rider J (or equivalent (HMO)), as contained in the State Health Benefits plan.

There shall be no change in the Group Hospital Plan presently maintained and paid for by the Board of Freeholders on behalf of the employee's, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with PBA, Local #122.

b. A \$1.50 co-payment prescription plan (current plan or equivalent).

c. A vision care plan (current plan or equivalent).

d. The employer shall provide, at no cost to the employee, single-coverage dental insurance to each employee covered in this contract. This coverage shall be equivalent to dental coverage provided to members of the CWA and other County employees.

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

ARTICLE XX

MEDICAL COVERAGE UPON RETIREMENT

The employer shall continue to pay for the employee's family health coverage, under the New Jersey State Health Medical Benefit Act or its equivalent upon the employee's retirement from a New Jersey Locally or State administered pension system. The employee must retire from said pension system with twenty-five (25) years of service.

ARTICLE XXI

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.

ARTICLE XXII

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) day advance notice will be given the P.B.A. Local #122 or the employer.

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.

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 grievances or concerns, etc, and will serve for the duration of the contract or until replaced through resignation of a representative or vote of the body.

ARTICLE XXIII

CAREER EMPLOYMENT

In order to recognize consistently outstanding service by County Investigators to law enforcement in general, and to the Gloucester County Prosecutor's Office in particular, and to encourage capable and dedicated County Investigators to consider career employment in the Gloucester County Prosecutor's Office notwithstanding the lack of statutory security, it is hereby established within the Gloucester County Prosecutor's Office that County Investigators shall become eligible for career employment status, as approved by the County Prosecutor, upon completion of the following minimum service requirements:

1. An aggregate of six (6) years continuous employment by one or more law enforcement agencies, including the Gloucester County Prosecutor's Office; and
2. At least three years employment as a County Investigator in the Gloucester County Prosecutor's Office.

County Investigators selected from time to time by the Prosecutor for designation as career investigators shall, by reason thereof, become entitled to the following additional rights and benefits during the term of the Agreement:

1. A career investigator shall be granted the same rights of tenure and protection against removal without cause as are afforded by N.J.S.A. 11:22-11.1 to a County Detective serving in the classified service.
2. It is expressly understood and agreed that in any future contract negotiations between the Gloucester County Prosecutor and P.B.A. Local #122, the provisions of this paragraph creating the classification of career investigators within the Gloucester County Prosecutor's Office, and providing for certain additional rights and privileges for County Investigators so designated by the Prosecutor, shall not be considered a "past practice" as defined by any existing or future statute, judicial decision, administrative regulation or labor practice, and shall be renegotiable by the parties hereto as part of any future negotiation.

ARTICLE XXIV

DURATION

This Agreement shall be effective as of the first (1st) day of January, 1989 and shall remain in full force and effect until the thirty-first (31st) day of December, 1990.

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.

In witness thereof the parties have authorized their representatives to sign below.

FOR P.B.A. LOCAL #122



ALEX ILLAS

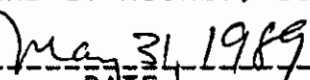


KATHLEEN JOHNSON

FOR THE PROSECUTOR



RICHARD E. HICKEY, III



DATE