

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 January 17, 1983,  
BETWEEN the BURLINGTON COUNTY PROSECUTOR, hereinafter referred to as the "EMPLOYER" and the PROSECUTOR'S DETECTIVES AND INVESTIGATORS as represented by Council 16, New Jersey Civil Service Commission, hereinafter referred to as the "UNION or REPRESENTATIVE";

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

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	1
II	Collective Bargaining Procedure	1
III	Representatives	1
IV	Definitions	2
V	Management Rights	3
VI	Employees' Rights	3
VII	Grievance Procedure	4
VIII	Hours and Overtime	5
IX	Stand-By Duty	6
X	Leave of Absence	6
XI	Maternity Leave	7
XII	Military Leave of Absence	7
XIII	Absence Without Leave	7
XIV	Holidays	8
XV	Personal Leave	8
XVI	Vacations	9
XVII	Sick Leave	9
XVIII	On the Job Injury	10
XIX	Sick Leave Benefits on Retirement	11
XX	Insurance Benefits	11
XXI	Transportation and Investigative Expenses	12
XXII	Longevity and Police Proficiency Pay	13
XXIII	Other Benefits	13
XXIV	Equal Employment	13
XXV	General Provisions	14
XXVI	No-Strike Pledge	14
XXVII	Seniority	15
XXVIII	Work Rules	16
XXIX	Fully Bargained Provisions	16
XXX	Separability and Savings	16
XXXI	Base Salary Schedule	16
XXXII	Reopener Provision	17
XXXIII	Effective Dates	17

ARTICLE I

RECOGNITION

The employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Detectives and Investigators of the County Detectives.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1:

Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment shall be conducted by the respective duly authorized bargaining agents of the employer and employees.

Section 2:

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

Section 3:

Detectives and Investigators of the Prosecutor's Office of Burlington County designated by the employees to participate in collective bargaining meetings called for the negotiation of a collective bargaining agreement, or for renegotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings.

ARTICLE III

REPRESENTATIVES

Section 1: Grievance Representatives

The employer shall permit the grievance representative or alternate representative to conduct their business (consisting of conferences with employees and management on specific grievances in accordance with the grievance procedures set forth herein) during the duty hours of the representatives and without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the work force or require the recall of off-duty personnel.

Section 2: Negotiating Committee

The employer shall permit members of the Employees' Negotiating Committee to attend collective bargaining meetings during

the duty hours of its members, without loss of pay.

#### 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 detective employed by the Burlington County Prosecutor who has achieved the rank of Detective, has been certified by Civil Service, and completed the requisite probationary period of 90 days. Any investigator who has completed the requisite probationary period of 90 days from the date of hire.

Retired employees - employees who retire from 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. Persons insured as employees are not included as dependents.

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 an individual or the union.

Overtime - means all hours worked in excess of 8 hours in a 24-hour daily period and compensation will be at the rate of time and one half for time worked. Compensatory time off is not included or considered as hours worked.

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.

## 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 association 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 the association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the employer undertakes and agrees that it shall not 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 the association and its affiliates, his/her participation in any activities of the association and its affiliates, collective negotiations with the employer, or his 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.

For purposes of this agreement, the term "Detective and Investigator" shall be defined as full time employees employed on a permanent basis and to include the plural as well as the singular, and to include females as well as males.

## ARTICLE VII

### 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/or his/her representative (grievance committee) shall present a written statement of the alleged grievance to the Chief of County Detectives or his designee within five (5) days after the incident complained of. The Chief of Detectives or his designee 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 Chief of Detectives during the Step 1 stage of his process, the same shall be reduced to writing by the grievant and/or his or her representative and submitted to the Prosecutor within ten (10) days.

3. The Prosecutor or First Assistant 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 association or its members from exercising any legal rights which it might have, including its rights to resort to PERC, the Civil Service Commission or the courts.

ARTICLE VIII

HOURS AND OVERTIME

A. For all Detectives and Investigators in the Prosecutor's Office, the work day shall be eight (8) consecutive hours per day, forty (40) hours per week. The work week shall consist of five (5) consecutive days. Lunch periods shall be included in the eight (8) hour period, and employees shall remain alert and ready to respond to assignment during those periods.

B. Payment of overtime for all hours worked in excess of eight (8) hours in a 24-day daily period and all hours worked on Saturdays, Sundays or holidays shall be at the rate of time and one-half. Overtime will be compensated in one half hour units, fractional portions being counted as a full half hour except that no payment will be made for an initial period of time less than fifteen (15) minutes.

C. Overtime shall be compensated at the rate set forth in paragraph B. until the affected employee shall have reached his maximum payment for overtime in accordance with the following overtime caps:

<u>1983</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>
\$3000.00	\$3200.00	\$3400.00	\$3600.00

At such time that an employee has earned and received overtime compensation maximum payments, all additional overtime will be compensated with compensatory time off on the basis of one hour off for each hour of overtime worked.

D. Compensatory time not used within the calendar year earned may be carried over to the next succeeding year only. Compensatory time accumulated prior to this agreement will not be affected or disturbed by this agreement.

E. Overtime work must be authorized and approved by the Chief of Detectives or his representative. Overtime shall be justly and fairly administered.

F. An employee shall be required to maintain appropriate records of overtime as required by the employer and must be submitted within 24 hours, when possible, to the employee's supervisor, but in no event later than three (3) work days after the time worked.

G. Upon termination of employment (such as retirement), an employee shall, at the Prosecutor's option:

1. be given off all hours accrued as overtime with pay, or,

2. shall be paid a lump sum for all hours accrued as overtime at the rate of pay at time plus one half not to exceed the per annum maximums in Paragraph C. of this Article.

H. Regular working hours shall consist of any consecutive eight (8) hour period from 8:30 A. M. to 4:30 P. M., or from 9:00 A. M. to 5:00 P. M.

#### ARTICLE IX

##### STAND-BY DUTY

The employer may require any employee to perform "stand-by" duty, during which period the employee shall remain alert and available for immediate call to active work status on a need basis; and an employee placed on stand-by duty shall remain alert, available and on call from the conclusion of his or her active duty work day until the beginning of his or her next active work day and all day Saturday and Sunday for a period that shall not exceed fourteen (14) consecutive calendar days. The frequency of such duty shall be left to the discretion of the employee's supervisor.

#### ARTICLE X

##### LEAVE OF ABSENCE

A permanent employee 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 Prosecutor desires to secure leave from his 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 request in writing stating the reasons 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 Prosecutor 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 classification.

#### ARTICLE XI

##### MATERNITY LEAVE

Permanent employees in the County service who shall have completed their working test periods will be granted leave during the time prior to the expected date of delivery and for eight 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 eight weeks' period may be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

Employees affected by this Article shall not be required to use earned and accumulated sick leave and earned and accumulated vacation leave but may elect to go on a leave of absence without pay. The total period of such not to exceed eight (8) weeks following delivery.

#### ARTICLE XII

##### MILITARY LEAVE OF ABSENCE

A permanent or temporary 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 office notice from his commanding officer and a copy of his Orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through his 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 XIII

##### 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.

#### ARTICLE XIV

##### HOLIDAYS

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. January 15, known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. The 3rd 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 1st Monday in September, known as Labor Day.
9. The 2nd Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. The 4th Thursday in November, known as Thanksgiving Day.
13. The Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.
15. December 24, 1984.

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 work day before and the work day after a holiday in order to be paid for the holiday.

#### ARTICLE XV

##### 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.

## ARTICLE XVI

### VACATIONS

A. Employees shall be entitled to the following annual vacation leave:

Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment:

1 to 10 years of service	12 working days per year
10 to 15 years of service	15 working days per year
15 to 20 years of service	20 working days per year
Over 20 years of service	25 working days per year

B. Employees shall have the right to accumulate vacation time but not to exceed the amount received in that year. No employee, however, shall be penalized by loss of vacation days should he/she be assigned emergency duty during his/her vacation period.

## ARTICLE XVII

### 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 the 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. Employees shall be entitled to the following sick leave with pay on the basis of one (1) working day sick leave with pay for each month of service from their date of employment up to and including December 31st following such date of employment, and fifteen (15) days sick leave with pay for each calendar year thereafter.

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 XVIII

#### ON THE JOB INJURY

A. When an employee is injured on duty, he shall

notify his Department Head immediately so that a departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. He will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability.

If he is on a leave of absence without pay, he shall be entitled to his workers' compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is entitled to workers' compensation benefits. If the employee is found to be so entitled, his personnel records shall then be modified, if necessary, to reflect the employee's entitlement to workers' compensation benefits with the balance of his salary, if any, to be paid by county payroll check.

If accumulated time is completely used up before workers' compensation benefits terminate, the employee shall thereafter receive only his workers' compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workmen's Compensation benefits; however, credit for said leave shall be actually added to an employee's account only upon his return to work.

#### ARTICLE XIX

##### 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 on the effective date of his 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 employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

#### ARTICLE XX

##### INSURANCE BENEFITS

A. Family Hospital, Surgical and Major Medical or

Health Maintenance Organization (HMO) Benefits shall be available for temporary and permanent full-time employees after the first of the month following 90 days' of service. The Employer shall pay the same amount toward HMO coverage that it contributes toward alternative coverage. Any additional cost for HMO coverage shall be the sole responsibility of the employee.

B. The Employer shall provide to permanent employees a Prudential Life Insurance Policy in which the first \$1,000.00 of insurance coverage is paid by the Employer. Under any such contract of insurance employees earning in excess of \$100.00 per week shall have \$5,000.00 coverage with rates to be computed annually.

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 ones now in effect.

D. The Employer shall pay the full premium cost of a family program of dental care.

The Employer shall provide that there will be no change in the Group Hospital Plan presently maintained and paid for by the County on behalf of the employees, except in the case of a new plan that is equivalent or better.

#### ARTICLE XXI

##### 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 \$.18 (eighteen 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. If the County increases the mileage allowance stated above, the increase will be granted to the employees covered by this Agreement.

B. All out-of-pocket expenses incurred by a field investigator 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 XXII

LONGEVITY AND POLICE PROFICIENCY PAY

Longevity and police proficiency pay is not to be included in an employee's base salary and will be paid in a separate check each December 1st during the term of this Agreement to all employees with more than five years of continuous full-time service on that date, based upon the date of permanent appointment.

Any person retiring or dying during the course of a year shall receive longevity pay pro-rated on a monthly basis.

The amount of longevity pay an employee shall receive shall be computed upon his base salary up to and including \$20,000.00 in each of four years - 1983, 1984, 1985 and 1986\* and in accordance with the following table:

<u>Length of Continuous Full-Time Service</u>	<u>Percent of Base Salary for 1983, 1984, 1985 and 1986</u>
5 years	2%
10 years	3%
15 years	4%
20 years	5%
25 years	6%

\*Longevity schedule for 1986 shall be subject to the Re-opener provision of this contract.

ARTICLE XXIII

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. The employer shall implement a telephone credit card program for all employees making outside work-related telephone calls.

ARTICLE XXIV

EQUAL EMPLOYMENT

A. The Employer and the Union 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 the Union because of membership or activity in the Union. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, national origin, religion, marital status or political affiliation.

#### ARTICLE XXV

##### GENERAL PROVISIONS

A. The Prosecutor and the Union 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 Union 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 XXVI

##### NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its 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 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, walkout or other job action against the County Prosecutor. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout 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 Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, 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 Union or its members.

#### ARTICLE XXVII

##### SENIORITY

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

ARTICLE XXVIII

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 Union 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 Union.

Such rules and regulations shall be equitably applied and enforced.

ARTICLE XXIX

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 XXX

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 unlawfully, 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 XXXI

BASE SALARY SCHEDULE

The beginning base salary for an employee covered by this agreement shall be his salary as of December 31, 1982. The base salary shall be increased in each year of this contract by adding thereto the percentages in the following schedule:

<u>1983</u>	<u>1984</u>	<u>1985</u>	<u>1986*</u>
9%	8%	8%	8%

\*The percentage increase for 1986 shall be subject to the Reopener provision contained in Article XXXII.

ARTICLE XXXII

REOPENER PROVISION

The employee union or representative shall have the option to renegotiate the provisions for the percentage increase and schedule of longevity for the contract year 1986. Written notice of the option to renegotiate those provisions shall be given to the Prosecutor on or before November 1, 1985. If renegotiations are requested and the parties are unable to reach an agreement on either or both financial issues, binding interest arbitration shall be an available remedy.

ARTICLE XXXIII

EFFECTIVE DATES

A. This Agreement shall become effective as of January 1, 1983 and shall terminate on December 31, 1986, except as otherwise provided in Article XXXII. If either party desires to change this Agreement, it shall notify the other party in writing not less than ninety (90) days nor more than one hundred eighty (180) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

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

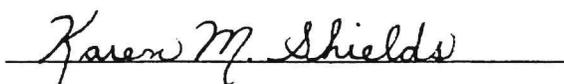
WITNESSETH:

BURLINGTON COUNTY PROSECUTOR





DETECTIVES AND INVESTIGATORS  
OF BURLINGTON COUNTY PROSECUTOR'S  
OFFICE





CIVIL SERVICE COUNCIL #16  
REPRESENTATIVE

