

THIS DOES NOT
CIRCULATE

AGREEMENT
BETWEEN
CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY
and
P.B.A. LOCAL 59
POLICE BENEVOLENT ASSOCIATION

(Detectives and Investigators)

1/1/80 - 12/31/81

LIBRARY
Institute of Management and
Labor Relations

JUN 29 1981

RUTGERS UNIVERSITY

(609) 691-0100

PREAMBLE

This Agreement, entered into this _____ day of _____, 1980, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and "P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION", hereinafter called the "P.B.A." or "Association," represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Cape May.

ARTICLE TWO

RECOGNITION

The County and the Prosecutor hereby recognize Local 59 Policeman's Benevolent Association, as the sole and exclusive collective bargaining representative for all regular full-time employees holding the title of County Detective or County Investigator and employed by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All professional employees, confidential employees and supervisors and managerial executives (such as Chief of Detectives, Captain, Lieutenant or Sergeant) are specifically excluded from this contract.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The parties acknowledge that the Prosecutor is vested with the right and responsibility under the Laws of the State of New Jersey to manage the Cape May County Prosecutor's Office to include the following rights:

1. To determine the standards of service to be provided by the Cape May County Prosecutor's Office;
2. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;
3. To determine the standards and qualifications for employment of all employees;

4. To discipline employees according to law including suspension, demotion, termination or other appropriate disciplinary action;

5. To direct the activities of all employees including content of work assignment;

6. To generally exercise complete control over the organization and operation of the Cape May County Prosecutor's Office.

B. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties, and responsibilities under the Laws of the State of New Jersey.

ARTICLE FOUR

DEFINITIONS

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

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance between 14 days and 19 years of age, or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Immediate family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal Grants.

C.E.T.A. employee - means persons who are hired to fill positions funded by the Federal Comprehensive Employment and Training Act.

Anniversary date - date of hire or date of most recent title change or promotion.

ARTICLE FIVE

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution 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.

2. 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 departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

3. Any grievance may be raised by any employee or by the Union.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within two (2) working days after the occurrence upon a form provided by the Union [and in triplicate], to the Shop Steward, who in turn shall forthwith file one (1) copy with the Prosecutor, one (1) copy with the immediate Supervisor of the aggrieved employee, and one (1) copy with the Chief of County Detectives. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the supervisor, the employee may appeal his grievance to the Chief of Detectives within two (2) working days following receipt by the employee of the written determination of the supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Chief of Detectives..

(b) The Chief of Detectives shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Three:

(a) In the event a satisfactory settlement has not been reached with the Chief of Detectives, the employee may appeal his grievance to the Prosecutor within two (2) working days following receipt by the employee of the written determination of the Chief of Detectives. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor shall review the matter and render a written decision within forty-five (45) days from his receipt of the grievance. The decision of the Prosecutor shall be final and conclusive.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this agreement between the parties shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder.

C. Union Representation in Grievance Procedure.

At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to

be announced, a Union representative may be present if the employee so requests.

ARTICLE SIX

VEHICLES

A. All new vehicles assigned to Prosecutor's Office will be of standard size vehicles (no compacts) suitable for transportation of prisoners.

B. All new vehicles assigned to Prosecutor's Office shall be air conditioned and contain AM radios.

C. It shall be the responsibility of each Detective or Investigator to immediately report any defective vehicle to their immediate supervisor.

D. In the event the Prosecutor or his designee determines that a vehicle is in unsafe operating condition, said vehicle shall be removed from service and repaired.

E. It shall be the obligation of the Detective or Investigator assigned to a vehicle to keep same in good operating condition and to see that preventative maintenance is performed periodically.

ARTICLE SEVEN

P.B.A. REPRESENTATIVES.

A. Accredited representatives of the P.B.A. may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representative enter the County facilities or premises, it will request such permission from the

Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. One (1) P.B.A. Representative may be elected to represent the P.B.A. in grievances with the Prosecutor. Each department shall elect its steward and the P.B.A. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of Representatives. There shall be one Chief Representative who shall be elected by the committee of the Local P.B.A.

C. The County and the Prosecutor agree to give time off the job with pay for P.B.A. Representatives performing their Union duties. The P.B.A. agrees to take all steps necessary to insure that this time is within reasonable limits and does not conflict with the representatives office responsibilities.

ARTICLE EIGHT

HOURS AND OVERTIME

A. For all employees in the Prosecutor's Office who hold the title of Investigator and Detective, the work day shall be eight (8) hours per day, forty (40) hours per week, which may be scheduled Monday thru Friday inclusive. The time taken for meals will not be counted as part of the eight (8) hour day.

B. Hours worked over eight (8) hours in any day or forty (40) hours in any given week shall constitute overtime. Overtime will be compensated for at the rate of one and one-half (1 1/2) the straight

time rate. Further, all hours worked on Sundays or Holidays shall be compensated for at the rate of one and one-half (1 1/2) the straight time rate. Overtime will be compensated in one-half (1/2) hour units, fractional portions being counted as a full half (1/2) hour except that no payment will be made for an initial period of less than fifteen minutes.

C. Compensatory time shall be used within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Prosecutor and the Board of Freeholders.

D. An employee required to stand-by, on call, during the sixty-five hour weekend period shall be compensated as follows: one day compensation time to be taken during the following two weeks or one day's pay at existing pay rate of that employee.

E. An employee required to stand-by, on call, during any three or four day holiday weekend shall be compensated as follows: two days compensation time to be taken during the following two weeks or two days' pay at existing pay rate of that employee.

F. A person called in on an emergency basis, on a holiday or weekend, who was not assigned stand-by duty, shall be compensated at time and one-half (1 1/2) for period worked.

G. When emergency call-in work extends into the normal work day, the hours which fall within the normal work hours shall be compensated for at straight time.

H. Overtime shall be paid each represented party at the rate of one and one-half (1 1/2) times his hourly salary to a maximum of three thousand (\$3,000.00) dollars.

I. Overtime shall not be restricted from any person by reason of their job assignment, rank or length of employment.

ARTICLE NINE

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving Day |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Three Administrative Days |
| 8. Labor Day | |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours worked on the holiday.

Employees who are scheduled to work on the recognized days noted in this article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY-ONE.

C. Whenever a holiday recognized in this Article is decreed to be a normal work day by an official of the State or County Courts, the

employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

E. Administrative days are to be used by the employee for personal reasons and subject to the following conditions: An administrative day shall be granted by the Prosecutor upon three (3) days prior written request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor so long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative days shall not accumulate, but must be used in the calendar year.

ARTICLE TEN

VACATIONS

A. 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; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days

vacation. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE ELEVEN

HOSPITALIZATION AND INSURANCE

1. The County shall provide a Health Benefit Program, including hospitalization and weekly Disability Income Insurance Program, more particularly as follows:

A. The County shall continue to provide these coverages for all permanent employees and their dependents who have been on the payroll for two (2) months at the beginning of the third (3rd) month of employment.

B. The program shall provide a Major Medical policy up to \$25,000 with \$100 deductible and 80% payment of all charges not covered by the policy. The County will increase maximum surgical payment to \$800. The County will also include eye care. The County will also provide a Prescription Insurance Plan (\$1.00 Co-Pay) for employees and dependents.

C. The County will pay the full cost of the foregoing program for all employees and their dependents.

D. The County shall continue the hospitalization and life insurance programs for retiring employees with twenty-five (25) years of service until the death of the employee.

E. The County will provide retiring employees with twenty-five (25) years of service with an insurance policy in the amount of \$3,000, which will be kept in effect at the expense of the County of Cape May, the law permitting.

F. The County shall provide a total of \$1,000,000 (One Million) Dollars false arrest insurance. This insurance shall cover error in judgment and civil rights violations.

ARTICLE TWELVE

SICK LEAVE

Section 1. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work 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 upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

Section 2. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick 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.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section 3. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

a. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County and/or the Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

Section 5. Part-Time Sick Leave.

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

Section 6. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to 50% of all accrued and unused sick leave up to a maximum payment of \$12,000.

ARTICLE THIRTEEN

DISABILITY LEAVE

Whenever an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment

as evidenced by a certificate of a County-designated physician or physician acceptable to the County, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by a certificate of the County-designated physician or physician acceptable to the County, but not longer than a period of which worker's compensation payments are allowed.

Disability Payments hereunder shall not be withheld pending receipt by the County of the aforementioned certificate but in no event shall the County be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the County.

If at the end of such thirty (30) day period the employee is unable to return to work, a certificate from either the County-designated physician or physician acceptable to the County, shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all of any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which full salary or wages of an employee on disability leave is paid by the County, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County by the insurance carrier or the employee.

Whenever the County-designated physician or the physician acceptable to the County shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE FOURTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of three (3) days. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

B. Immediate family for the purposes of this Article shall be defined as father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren.

C. Request for funeral leave shall be subject to the approval of the Prosecutor. Such approval shall not be unreasonably denied.

ARTICLE FIFTEEN
SALARIES AND COMPENSATION

A.

B. Employee's anniversary date is to be used for annual incremental step.

C. When employees are promoted or transferred to a job carrying a higher rate of pay, the employee will be placed at the incremental step in the new range, which is closest to and in no case lower than their present rate. Such increase shall in no way affect the interval for any increase to which said employee may be entitled as prescribed in the Salary Range Tables.

D. Effective January 1, 1980, the following ranges shall apply by employees holding title of:

- | | |
|------------------|----------|
| 1. Investigators | Range 17 |
| 2. Detectives | Range 19 |
| 3. Captain | Range 21 |
| 4. Chief | Range 23 |

E. Employees shall be compensated at the rate of sixteen (16¢) cents per mile for authorized use of private autos for work-connected activities which sum will be paid on voucher and submitted monthly to

the department head. If the County increases the mileage allowance stated above, the increase will be granted to the employees covered by this agreement.

F. The Prosecutor with the approval of the Board of Freeholders shall determine at what range and step an employee will be hired.

ARTICLE SIXTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County which is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service - 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service - 4 percent
3. Fifteen (15) years of service - 6 percent
4. Twenty (20) years of service - 8 percent
5. Twenty-five (25) years or more of service - 10 percent
6. Thirty (30) years or more of service - 12 percent
7. Forty (40) years or more of service - 14 percent.

B. Deputy pay shall be included in the compensation of longevity.

C. Longevity pay shall be computed as of January 1, in the year that the employee reaches their fifth (5th) multiple longevity pay will be paid to each employee.

D. Credit shall be given for time served in Municipal, County or State Agencies having criminal law enforcement powers under the laws of

the State of New Jersey. Time served shall be defined as the period between the inception of such employment to the termination of that employment.

E. The policy as stated in Section "D" above shall be administered in matters of vacation, sick leave and longevity pay only.

ARTICLE SEVENTEEN

TEMPORARY ASSIGNMENT PAY

Employees who are temporarily assigned to and work in a title having a higher rate of pay for a period in excess of five (5) days shall be paid for hours involved at the incremental steps in the new range, which is closest to and in no case lower than their present rate. Such increase shall in no way affect the interval for any increase to which said employee may be entitled as prescribed in the Salary Range Tables.

The temporary assignment pay provided for above shall not apply to the following circumstances:

(a) During periods of emergencies, i.e. matters concerning public safety, major storms and disasters, and natural causes, temporary assignment pay will not apply.

(b) When an employee is assigned to part of another employee's duties during periods of vacations or illness, and the period spent is less than fifty (50%) percent of normal time, temporary assignment pay will not apply.

(c) When employees are assigned to jobs having a higher rate of pay for training purposes, temporary assignment pay will not apply.

In determining the validity of requests for temporary assignment pay, the Civil Service Job Description for the higher title will be the basic criteria used.

ARTICLE EIGHTEEN

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement.

ARTICLE NINETEEN

CLOTHING ALLOWANCE

Clothing Allowance for each employee will be provided in the form of payment of two hundred and fifty (\$250) dollars per year and shall be made by the submission of the proper vouchers by the employee after adoption of the annual County budget.

ARTICLE TWENTY

BULLETIN BOARDS

Bulletin boards shall be made available by the County and shall be designated "P.B.A. Bulletin Boards." These bulletin boards may be utilized by the P.B.A. for the purpose of posting P.B.A. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE TWENTY-ONE

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 P.B.A. shall have the right to grieve with reference to same within five (5) days after the same are posted or disseminated and/or copy sent to the P.B.A.

ARTICLE TWENTY-TWO

NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this agreement, neither the P.B.A. 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 any 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 and/or the Prosecutor's Office. The P.B.A. agrees that any 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 P.B.A. member shall entitle the County and/or the Prosecutor to invoke the following:

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

C. The P.B.A. 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 or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE TWENTY-THREE

NON-DISCRIMINATION

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, sex, age, marital status, or natural origin.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with,

restrain or coerce any employees covered under this agreement who are not members of the Union.

ARTICLE TWENTY-FOUR

SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-FIVE

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 or signed this agreement.

ARTICLE TWENTY-SIX

TERM AND RENEWAL

This agreement shall be in full force and effect as of Jan. 1, 1980 to Dec. 31, 1981. This agreement shall continue in full force and effect from year to year thereafter, unless any party gives

notice to the other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

P.B.A., LOCAL #59
POLICE BENEVOLENT ASSOCIATION

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: _____

By: _____
Director

Attest:

Attest:

Clerk of the Board