

AGREEMENT
by and
BETWEEN

THE OFFICE OF THE
SUSSEX COUNTY PROSECUTOR

AND

PBA LOCAL NO. 138
PROSECUTOR'S ASSOCIATION

JANUARY 1, 1996 THROUGH DECEMBER 31, 2000

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PREAMBLE

THIS AGREEMENT, made on this 18 day of October, 1999, by and between THE OFFICE OF THE SUSSEX COUNTY PROSECUTOR, hereinafter referred to as the "Employer," and PBA LOCAL NO. 138, hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

ARTICLE I – RECOGNITION

The Office of the Sussex County Prosecutor recognizes Local 138 as the sole and exclusive representative of Prosecutor's Investigators below the rank of Sergeant as covered by this Agreement. It is acknowledged by the parties that the Sussex County Prosecutor's Investigators, while remaining County Investigators are nominally designated Prosecutors Detectives for identification purposes. (Acknowledgments attached.)

ACKNOWLEDGMENT OF STATUS AND RIGHTS

I, _____, hereby acknowledge that my change in title from County Investigator to Prosecutor's Detective shall not affect the duties or rights attaching to my Pursuant to NJSA 2A: 157-10, I will still serve at the pleasure of the County Prosecutor and remain subject to removal by the County Prosecutor. I further acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of a County Investigator pursuant to NJSA 2A: 157-10. I further recognize and acknowledge that a Prosecutor's Detective is not the equivalent of a County Detective, as that position is defined by NJSA 2A: 157-2 and that, by virtue of the change in my job title to Prosecutor's Detective, I will not become a member of the classified service of the New Jersey Department of Personnel and will not in any way become a tenured employee.

I hereby acknowledge that I have read this document, understand same, and sign it of my free will.

(Signature)

Witness: _____

Date: _____

ARTICLE II - EMPLOYEES' RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the 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 an official 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 chapter 303, Public Laws 1968, or other Laws of New Jersey, or of the Constitutions 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 reasons of his or her membership in the Association and its affiliates, his or her participation in any activities of the Association and its affiliates, collective negotiations with the Employer or his or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE III - MANAGEMENT RIGHTS

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited to the exercise of its 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; discharge Employees at will; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out duties to County Prosecutor, including the establishment of such operational rules as it shall deem advisable.

ARTICLE IV - ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided that the representatives and alternates do not exceed three (3) in number and that they are Employees covered by this Agreement or their attorneys.

The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed the following duties and activities:

- (A) To investigate and participate in settling grievances;
- (B) To transmit such messages and information which shall originate with and are authorized by the Association or its Officers.
- (C) The designated Association representative shall be granted reasonable time with pay during working hours to participate in settling grievances, as requested, and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this Section.

ARTICLE V- HOURS OF WORK

Section 1. The weekly work schedule is 35 hours per week, which is broken down as five (5) contiguous days of work, usually Monday through Friday, at eight (8) hours per day with one (1) hour for lunch. However, the Prosecutor is authorized to modify the weekly work schedule as needed. The daily work schedule will be set as needed by the Prosecutor.

Section 2. Employees scheduled by the Prosecutor to work in excess of their regular work day or week shall be compensated at the rate of one and one-half times their regular work day or week, in time or cash, at the employee's option. The employee must opt for compensatory time or cash payment at the time of the submission of the overtime document.

Compensatory time may accumulate up to a maximum of seventy (70) hours.

Section 3. Employees who are required by the Prosecutor to work on a holiday shall be paid one and a half times their regular rate of pay.

Section 4. Employees recalled to duty on a day off or at a time not contiguous to ½ hour past the employee's regular work day shall receive pay for such duty at the premium rate with a minimum of three (3) hours. Recall to duty is defined as being compelled to report to the office or some other location, at the direction of the Prosecutor or Prosecutor's designee, to

respond to an emergent situation. However, an employee performing work on a day off or at a time not contiguous to the employee's regular work day who is not recalled to duty shall receive premium compensation for the time actually worked.

Section 5. Employees ordered to be on standby at a time other than during The employee's regular work day shall be compensated at the rate of \$20.00 per day. In the event an employee is ordered to be on standby on a holiday, the employee shall be compensated at the rate of \$40.00 per day. Employees ordered to be on standby must maintain a physical presence at a designated location and be available for immediate response,

ARTICLE VI - SALARIES

Salaries for employees covered by this Agreement shall be as set forth on Appendix A annexed.

ARTICLE VII - OFF DUTY ACTION

All Investigative personnel covered by this Agreement who take any police action concerning criminal activity during his or her off duty hours which would have been taken by said employee on active duty will be entitled to all rights and benefits provided by law. However, with regard to the compensation of time for said action, an elapsed amount of at least two (2) hours must take place before any eligibility for compensation accrues. Additionally, said employee must make every effort at the earliest possible time to receive approval for his or her action by their immediate supervisor.

ARTICLE VIII - LIABILITY INSURANCE

The Employer will provide insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE IX - PERSONNEL FILES

A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Prosecutor. All personnel history files will be carefully maintained and permanently safeguarded, and nothing placed in any file shall be removed therefrom.

Any member of the Prosecutor's Office may, by appointment, review his/her personnel file but the appointment for review must be made through the Prosecutor or the Prosecutor's designated representative.

Whenever a written complaint concerning an employee covered by this Agreement or his or her actions is to be placed in the employee's personnel file, a copy shall be made available to the employee, who shall be given the opportunity to rebut it if he or she so desires, and the employee shall be permitted to place said rebuttal in the file.

Formal disciplinary charges brought pursuant to the Rules and Regulations Manual of the Prosecutor's Office, the Employee's memorandum in response thereto, and the record of final disposition shall be entered into an employee's personnel file.

Nothing contained herein shall be construed to require the prosecutor to place in the personnel file all negative comments or impressions of an employee of the Prosecutor or any supervisor.

ARTICLE X - FUNERAL LEAVE

Employees shall be entitled up to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, children, mother, father, step-parent, step or foster children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employee's household.

ARTICLE XI - TRAVEL AND MEAL EXPENSES

Employees required to travel as a result of Departmental business shall receive compensation at the rate of 22.5 cents per mile if the employee must use his/her personal vehicle. This must be approved in advance by the Prosecutor or First Assistant.

Lodging shall be provided at Employer expense (not to exceed the reasonable prevailing rate) if the assignment, including travel time, shall exceed twelve (12) hours in a twenty-four period.

Meals shall be reimbursed pursuant to the following schedule:

Breakfast	\$ 4.00
Lunch	\$ 5.00
Dinner	\$10.00

ARTICLE XII - AUTOMOBILES

Employer Automobile Insurance:

Section 1: The Employer agrees to maintain in full force and effect liability insurance or self-insurance as provided by law on all vehicles owned or designated for use by the Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission of the prosecutor.

Section 2.: Employees who do not hold a valid and current driver's license shall not drive.

ARTICLE XIII - MILITARY LEAVE

Employees shall be entitled to a military leave of absence in accordance with Federal or State Law.

ARTICLE XIV - EVALUATION PROCEDURE

Each employee shall be evaluated at the discretion of the Prosecutor. A copy of said evaluation shall be provided each employee and placed in his or her personnel file.

Each employee shall have the right to respond and/or comment in writing with respect to his or her evaluation within fifteen (15) days of receipt of the evaluation by the employee. Such response shall also be placed in the employee's personnel file.

Nothing contained herein shall prevent the dismissal, demotion or reassignment of any employee regardless of the contents of their evaluations.

ARTICLE XV - OUTSIDE EMPLOYMENT

All employees holding outside employment may do so only with prior written approval of the Prosecutor.

ARTICLE XVI - REASSIGNMENT OF WORK

Individual work assignments shall be made exclusively through the Section chain of command of the Detective.

Reassignment of work shall be at the sole discretion of the Prosecutor or the Prosecutor's designee.

ARTICLE XVII - TRAINING

Where possible, all avenues of training will be pursued and made available to all employees.

ARTICLE XVIII - BULLETIN BOARD

The Employer will supply one (1) additional bulletin board for the use of the Association, to be placed in a conspicuous location. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XIX - GRIEVANCE PROCEDURE

Definition: The term grievance as used herein means any controversy arising from the interpretation, application or violation of policies, reduction in rank, or seniority, agreements, administrative decisions which affect the terms and conditions of employment of a Detective. It is understood between both parties that no Detective shall be dismissed as a result of political affiliation.

Purpose: 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.

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

Any Detective having a grievance shall discuss the matter informally with any appropriate member of the Departmental supervisory staff and having the grievance adjusted without the intervention of the PBA.

Any grievance must be raised by a Detective and sanctioned by the PBA. Employee has the right to personal representation by counsel of their choice at the expense of the PBA and/or the Detective, in accordance with the by-laws of Sussex County Local #138.

STEP TWO

An aggrieved Detective shall institute action under the provisions hereof by submitting his/her grievance in writing within ten (10) calendar days

after its occurrence or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence to the PBA representative and with a copy to the Prosecutor and/or his designee. To be timely and effective, the written grievance must state in reasonable detail the underlying facts, the alleged violation and the remedies sought. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved Detective and the Chief of Detectives for the purpose of resolving the matter informally. Failure to file his/her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the Detective from any right to proceed further with the grievance. The Chief of Detectives shall render a written decision within ten (10) calendar 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 THREE In the event a satisfactory settlement has not been reached with the Chief of Detectives, the Detective may appeal his/her grievance to the Prosecutor within ten (10) calendar days following receipt by the Detective of the Chief of Detective's written decision or twenty (20) calendar days from the date of filing the complaint with the Chief of Detectives, should the Chief of Detectives fail to render such written decision within the time provided. Such appeal shall be in writing signed by the aggrieved detective and shall contain an explanation of the reasons for his dissatisfactions with the decision of the Chief of Detectives. The Prosecutor shall render a written decision within ten (10) calendar days from this receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure except for the grievances involving interpretation and application of the provisions of this Agreement.

STEP FOUR

Grievance affecting the interpretation and application of the provisions of this Agreement not settled through steps one, two and three may be

referred to the Public Employment Relations Commission within ten (10) calendar days after the determination by the Prosecutor. An Arbitrator shall be selected pursuant to the rules of PERC, however, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Prosecutor.

ARBITRATION

Any party wishing to move an arbitrable grievance to Arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration. Appointment of an Arbitrator will be consistent with the Public Employment Relations Commission guidelines, the Arbitrator appointed will hear the matter and render his/her award in writing. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by both parties. The decision of the arbitrator shall be in writing and binding as to each party.

EXCEPTION FOR GRIEVANCE

Any matter for which a review is prescribed by law or any regulation or rule of the State's Attorney General, Prosecutor's Office or any matter which is beyond the scope according to law of the Prosecutor or limited to the action of the Prosecutor or his agents, *herein set forth.*

Dismissal is not grievable.

ARTICLE XX - AGENCY SHOP

Section 1. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2. The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

ARTICLE XXI - VACATIONS

Section 1: All employees shall be granted vacation leave, based upon the following from date of last hire:

First Year - 1 day per month to end of calendar year
Upon completion of 1 thru 5 years ---- 12 days per year
Upon completion of 6 thru 7 years ---- 13 days per year
Upon completion of 8 thru 11 years ---- 15 days per year
Upon completion of 12 thru 15 years ---- 17 days per year
Upon completion of 16 thru 20 years ---- 20 days per year
Upon completion of 21 thru 26 years ---- 23 days per year
Upon completion of 27 or more years ---- 25 days per year

Anniversary Date: Should an employee whose anniversary date falls between January 1 and June 30 be eligible to receive increased vacation in accordance with the aforementioned schedule, he/she shall receive one-half the increased allotment for said year and receive the full allotment January 1 of the following year. Should an employee's anniversary date fall between July 1 and December 31, he/she shall receive the increased allotment January 1 of the forthcoming year.

Section 2: Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve months in the calendar year, he/she is entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which

he/she is entitled.

Section 3: No vacation days shall be taken for less than one-half day and providing it is mutually agreed by the employee and the Prosecutor.

Section 4: Employees shall submit requests for vacation times of five (5)

consecutive work days or more to the Prosecutor or Prosecutor's designee in writing no later than four (4) weeks before his/her requested vacation, with first and second choices.

The Prosecutor shall answer the request in writing within five (5) working days.

The requested vacation shall be scheduled where practical on the basis of seniority.

Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave.

The Prosecutor should answer the request in writing no later than two (2) working days before the requested vacation leave. The Prosecutor shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Section 5: Vacation allowance must be taken during the current calendar year

at such time as permitted or directed by the Prosecutor, unless the Prosecutor

determines that it cannot be taken because of pressure of work, in which case a maximum of one year's allotment may be carried forward into the next year.

Section 6: Any employee whose service with the Prosecutor terminates shall

have unused vacation time paid to him/her, or the employee's legal representative in the event of his/her death.

ARTICLE XXII - HOLIDAYS

Section 1: The fourteen (14) legal holidays presently observed shall continue to be observed under this Agreement:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

When a holiday, as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

Section 2: A day's holiday pay shall be equal to the employee's pay for his/her regularly scheduled work day.

ARTICLE XXIII - MEDICAL BENEFITS

Section 1: Employees whose regular work week is at least twenty (20) hours or more are eligible for the following benefits:

- A. Insurance under the New Jersey State Health Benefits Program
- B. \$5.00 co-pay prescription program
- C. Dental Program I-B as outlined by the New Jersey Dental Service Plan.

Section 2: The plans include coverage for the employee and eligible immediate family members and are fully paid by the Employer.

Section 3: Coverage shall begin the first of the month after two (2) months of employment, providing that the proper application is completed and filed timely with the Personnel office.

Section 4: The employer will pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for Blue Cross/Blue Shield and Major Medical Insurance described in Section 1, provided such persons retire from the Employer after twenty-five (25) years or more of contributions to the NJ State Pension System and provided such retirees apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

Section 5: All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

ARTICLE XXIV - SICK LEAVE

Section 1: All employees shall be granted sick leave based upon the following from date of last hire:

1 ¼ days per month in the first year of service, then 15 days per calendar year thereafter

Section 2: All unused sick leave may be accumulated from year to year.

Section 3: Employees absent from work on sick leave shall submit themselves to a physical examination monthly by the Employer Physician, who shall make a report to the Prosecutor as to said employee's ability to return to work. If the Employer Physician should determine that the employee could return to work, but is not qualified to perform his/her regular duties, then the Prosecutor shall determine if the employee may return to work and to what duties.

Section 4: The parties agree to adhere to New Jersey Department of Personnel Rules regarding sick time.

Section 5: An employee upon retiring shall be paid for one-half of the unused sick leave accumulated up to a maximum of \$15,000.00. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement.

An employee whose employment with the Prosecutor is terminated in good standing for reasons other than retirement, shall be paid for accumulated unused sick leave based upon the following schedule:

10 years of service ----- 1/8 up to \$15,000.00

Upon completion of 11 thru
20 years of service ----- ¼ up to \$15,000.00

Upon completion of 21 years or more ---- ½ up to \$15,000.00

WORKERS' COMPENSATION LEAVE

Section 1. Notwithstanding the nature or severity, injuries/accidents on the job shall be reported on the appropriate "Accident Report" preferably within 24 hours. The "Accident Report" acts as a workers' compensation claim for medical expenses, loss of work, and/or loss or damage to personal appliances such as eyeglasses. Exposure to serious disease, for example Lyme, rabies, Hepatitis, HIV or Tuberculosis, are reportable on the same "Accident Report". If the injury or exposure requires medical attention, employees shall report to their supervisor and seek medical attention from any of the panel of physicians approved by the claims administrator as posted on employee bulletin boards unless circumstances require emergency attention.

Section 2. Employees entitled to receive Workers' Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time, or personal leave. The employees shall be

responsible for providing the County with a medical certificate verifying that he/she is unable to return to full duty for those five (5) days.

Should the employee be unable to return to full duty after those five (5) days, she/he shall provide the County with a medical certificate. Should the Workers' Compensation Insurance carrier determine that she/he is eligible to receive Workers' Compensation Insurance payments retroactively, the employee shall reimburse the County for the five (5) days originally paid by the County.

Section 3. The time that the employee shall be paid Workers' Compensation Insurance payments shall not be charged against his/her sick leave, vacation leave or personal leave, but said employee shall be paid for any holiday which may occur during the time that she/he is receiving Workers' Compensation.

Section 4. During the time that the employee is receiving Workers' Compensation Insurance, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance) and the costs for all medical benefits excepting however, if the employee fails to reimburse the County for contributory insurance.

ARTICLE XXV - CLOTHING REIMBURSEMENT

Reimbursement for damaged clothing shall be made at the discretion of the Prosecutor. The Employer will provide Employees with any specialized clothing as needed.

ARTICLE XXVI - EDUCATION BENEFIT

Employees covered by this Agreement shall be entitled to apply for any Educational Benefits offered by the County.

ARTICLE XXVII - LAYOFFS

Section 1: Layoffs of employees for bona fide economy reasons shall be solely at the discretion of the Prosecutor.

Section 2: In the event an employee is laid off, he/she shall have first consideration for re-employment at such time that an employee's position is again available, with the understanding the Prosecutor shall make all final decisions as to rehiring.

Section 3: In the event the employee is re-employed after layoff, he/she shall be re-employed with all benefits which the employee had prior to layoff provided by law.

ARTICLE XXVIII - SEVERANCE PAY

The Prosecutor hereby agrees to pay severance pay to the extent permitted by law.

ARTICLE XXIX - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which either party is entitled by law.

ARTICLE XXX - NO STRIKE CLAUSE

Section 1. The Association assures and pledges that its goals and purposes are such that neither it nor its members condone strikes or threats thereof by public employees, or work stoppages, slowdowns, job actions, sick outs or any other such actions which would interfere with service to the public or violate the Constitution and the Laws of the State of New Jersey; and the Association and its members agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same; and neither the Association nor its members will support anyone acting contrary to this provision.

Section 2. The Prosecutor agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE XXI - SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by the applicable laws.

ARTICLE XXXII - DURATION

This Agreement shall be effective as of January 1, 1996 and shall continue in full force and effect until December 31, 2000, or until a new contract is executed.

ARTICLE XXXIII - LONGEVITY

Section 1. An employee with five (5) years of continuous service is entitled to longevity compensation. To be eligible for longevity, an employee must be full time. Years of completed service shall be computed on a full calendar year from January 1st to December 31st in accordance with the following schedule (schedule based on full time employment):

5 through 9 years =	\$ 300.00
10 through 14 years =	\$ 400.00
15 through 19 years =	\$ 550.00
20 through 24 years =	\$ 900.00
25 years or more =	\$1,100.00

Section 2. Payment will be made in mid-December on a lump sum basis. The parties recognize that under pension regulations, longevity paid on a lump sum basis is not subject to pension purposes, and therefore not creditable for pension purposes.

Section 3. Any employee granted any leave of absence without pay, shall receive pro rata longevity based upon the actual number of months worked.

Any employee who retires in accordance with New Jersey State Division of Pensions Regulations shall receive pro rata longevity based upon the actual number of months worked.

An employee who is terminated for reasons other than retirement shall not be granted longevity.

ARTICLE XXXIV - PERSONAL LEAVE

Full time employees receive three (3) personal leave days per year for personal business. New employees starting after January 1 shall receive pro rata allotment. Personal leave may be taken as either a full day or half day.

An employee must give at least 24 hours notice, where possible, before requesting a personal day. The Supervisor may deny the use of a personal day for a valid reason.

Personal leave is not accumulated from year to year. A terminating employee shall not be paid personal leave. An employee who has used more personal leave than he/she is entitled shall have an amount equal to the excess used deducted from his/her last paycheck.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representative and officers executed this Agreement on this 18 day of October, 1999.

PROSECUTOR OF SUSSEX COUNTY

Deanne Beaman

PBA LOCAL 138,
PROSECUTORS ASSOCIATION

James J. [Signature]

Exhibit A						
Arbitrator's Award: Minimums, Maximums and Salaries						
	1995	1996	1997	1998	1999	2000
Investigator						
Minimums	25000	25500	26265	27053	28000	28840
Maximums	41000	42250	43518	45041	46392	47784
Investigator 11						
Minimums	25000	30250	31158	32092	33215	34212
Maximums	46881	48287	49736	51477	53021	54612
Investigator 1						
Minimums	42500	42500	42500	42500	42500	42500
Maximums	45526	49736	51228	53021	54612	56250
	1995	1996	1997	1998	1999	2000
Investigator						
Holl				27053	28280	29563
Kardos 8/11/97			26265	27184	28417	29706
Schmidt 8/11/97			26265	27184	28417	29706
Sperry 8/11/97			26265	27184	28417	29706
Accetta 10/96		25500	26393	27316	28555	29850
Peter 12/94	25750	26652	27584			
Risdon 11/92	28719	29103	30122			
Reynolds 5/90	38463	37739	39060	40427	42261	44177
Stone 12/90	40969	42403	43887	45423	46392	47784
Investigator II						
Jentzen 10/87	41467	42918	44420	45975	48060	50240
Peter 12/94			*	29435	33547	35069
Risdon 11/92				36812	38481	40226
Sandage 2/88	38691	40024	41425			
Sandberg 10/88	44465	46021	47632			
Investigator 1						
Sandage 2/88				49050	51274	53600
Sandberg 10/88			*	49915	54111	56250
* See Exhibit B						
Totals:		290360	379318	432958	456212	475877

Exhibit B					
Peter:	1/1/98-9/30/98		21412		
	10/1/98-12/31/98		8023		
	1/198-12/31/98		29435		
Sanberg:	1/1/98-9/30/98		36974		
	10/1/98-12/31/98		12941		
	1/198-12/31/98		49915		