

LABOR AGREEMENT

between

COUNTY OF ATLANTIC



AND

ATLANTIC COUNTY PROSECUTOR'S
SUPERIOR OFFICERS, PBA LOCAL #77

JANUARY 1, 2003 through DECEMBER 31, 2006

TABLE OF CONTENTS

ARTICLE #	TITLE	PAGE#
	PREAMBLE	I
1	RECOGNITION	2
2	SENIORITY	3
3	DUES CHECK-OFF AND AGENCY SHOP	4
4	WORK SCHEDULES	5
5	HOLIDAYS	6
6	PERSONAL TIME/COMPENSATORY TIME	7
7	CLOTHING ALLOWANCE	8
8	SALARY	9
9	SICK LEAVE	10
10	LEAVES OF ABSENCE	11
11	VACATION	12
12	INSURANCE AND WORKER'S COMPENSATION	13
13	GRIEVANCE PROCEDURE	16
14	TRAINING AND SECURITY	19
15	FRINGE BENEFITS	20
16	MANAGEMENT RIGHTS	23
17	LONGEVITY	24
18	SEPARABILITY AND SAVINGS	25
19	FULLY BARGAINED AGREEMENT	26
20	PRORATION AND RETROACTIVITY OF PAYMENT	27
21	DURATION	28

PREAMBLE

This agreement made by and between the **COUNTY OF ATLANTIC** (herein referred to As the "employer") and **THE ATLANTIC COUTY PROSECUTOR'S SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL #77** (herein referred as the "Employee Organization"), represents the complete and final understanding of all negotiable items which were or could have been the subject of negotiations between the parties.

ARTICLE 1. RECOGNITION.

1.1 The County of Atlantic and the Prosecutor of Atlantic County, herein referred to as the "Employer", hereby recognizes the Atlantic County Prosecutor's Office Superior Officers Association, PBA Local # 77, herein referred to as the "Association", as the sole and exclusive collective negotiating agency and representative for all Prosecutor's Office Lieutenant and Captains.

1.2 The titles listed and "employee" shall be defined to include the plural as well as the singular and to include male as well as female gender.

1.3 The Association's representative shall have access to the Prosecutor's Office offices when off duty to conduct Association business so long as such access does not interfere with normal operations. Access shall not be unreasonably denied.

ARTICLE 2. SENIORITY.

2.1 Seniority is defined as an employee's total length of service with the Prosecutor's Office beginning with the initial date of hire.

2.2 Seniority in rank is defined as an employee's total length of service with the Prosecutor's Office beginning with the date of permanent appointment to his/her current rank.

2.3 When two or more superiors are permanently promoted on the same date, seniority will be determined by the date of hire with the Prosecutor's Office. If the hire date is the same then the determination shall be by lot.

ARTICLE 3. DUES CHECK-OFF AND AGENCY SHOP.

3.1 Dues Deduction

3.1.1 The employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of the organization who make such request in writing. Deductions shall be made no less than monthly and shall be certified along with the remittance and list of membership to the organization's representative. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.

3.1.2 A notice of desire to terminate the above mentioned deduction must be made in writing to both the employer and the Association no less than 30 days prior to the effective date of requested termination.

3.2 Agency Shop

3.2.1 The employer agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The Association, in exchange for implementation of said agency shop, hereby agrees to hold the Employer harmless against any and all claims or suits or any other liability occurring as a result of the agency shop provision.

ARTICLE 4. WORK SCHEDULE.

4.1 The normal work week shall consist of forty (40) hours, Monday through Friday. The normal shift shall consist of eight (8) hours work between 8:00 Am. and 5:30 p.m. , with an unpaid half hour (1/2) or hour for lunch, which will be at the discretion of the Prosecutor to assign.

4.2 A regular work schedule shall be defined as a period of five consecutive days of work and two consecutive days off.

4.3 Employees shall be given forty-eight (48) hours notice of work schedule changes except for emergent conditions.

4.4 Prosecutor's Superior Officers recognize that time requirements for optimal job performance vary based on specific assignments, seasonal demands and other factors. Both parties endorse a policy of flexibility which allows Prosecutor's Superior Officers to adjust normal working hours as conditions require with the coordination of their immediate supervisor.

ARTICLE 5 HOLIDAYS

- 5.1 There shall be thirteen paid holidays as published by the county. Employees shall receive one day's holiday pay for each holiday.
- 5.2 Employees who work on the holiday shall be paid as per past practice.
- 5.3 Holidays which fall within an employees scheduled vacation shall be paid as holidays and not counted against vacation time.
- 5.4 If other county employees are given the day after Thanksgiving or any other day off by declaration of the County Executive, for pay purposes it shall be considered a holiday for employees covered by this agreement.

ARTICLE 6. PERSONAL TIME/COMPENSATORY TIME.

6.1 All employees covered by this agreement shall be entitled to 3 days administrative time annually.

6.2 Administrative/Compensatory time may be used in increments of one hour and should be scheduled in advance, if possible.

6.3 Administrative time must be used in the year it is accrued.

6.4 Compensatory time may be carried from year to year.

6.5 Employees who are requested or ordered to carry a pager shall be granted eight (8) days of compensatory time.

ARTICLE 7. CLOTHING ALLOWANCE.

7.1 The County will provide a clothing allowance in the amount of \$900 in 2003, 2004, 2005 and 2006 to all represented employees, to be paid in a separate lump sum check to be issued on or about November 15 each year but not later than the last payday in November. The payment will be prorated by anniversary date and/or date of severance from service of the Employer.

ARTICLE 8. SALARY.

8.1 Unique/complex work assignments.

In recognition of the unique nature and complexity of the work assignments performed by Superior Officers, the County in calendar year 2003 shall make a one time payment of \$1,000 which shall be permanently added to base salary effective January 1, 2003. This payment shall be added before the application of the 2003 annual salary increase.

8.2 Salaries - Lieutenant Captain

January 1, 2003 - \$81,380.06 \$90,566.67

January 1, 2004 - \$84,635.26 \$94,189.34

January 1, 2005 - \$88,020.67 \$97,956.91

January 1, 2006 - \$91,541.50 \$101,875.19

Annual salary implementation shall become effective on January 1st of each year irrespective of an employee's anniversary date.

ARTICLE 9 SICK LEAVE.

9.1 Employees shall accrue sick leave at the rate of 15 days per year.

9.2 Sick leave for the year shall be pro-rated if the employee leaves the employ of the Prosecutor's Office prior to December 31 of the year.

9.3 Unused sick leave may be carried from year to year and accumulate until needed.

9.4 Sick leave may be used for the following purposes:

9.4.1 Illness by the employee.

9.4.2 Emergency attendance upon a member of his/her immediate family requiring the presence of the employee.

9.4.3 Taking medication which prevents the employee from performing his/her duties.

9.5 Terminal Leave - Any employee covered under the terms of this agreement who retires from county service under the Police and Firemen's Retirement System or Public Employees Retirement System shall be paid for fifty percent (50%) of his/her accrued sick leave, up to a maximum of \$22,500.00.

ARTICLE 10. LEAVES OF ABSENCE

10.1 Service credit shall continue to accrue during paid leaves of absence.

10.2 Military Leave

10.2.1 Any permanent employee who is a member of the National Guard or Reserve of the military or naval forces of the United States and is required to undergo field training pursuant to N.J.A.C. 5A:2-2.3(b) or 5A:2-2.3(c) shall be granted a leave of absence, not to exceed two weeks, with pay, for the period of such training. This leave shall be in addition to annual vacation leave granted the employee.

In order to receive such leave, the employee must take any action required to insure that the employer receives orders, NJDMAVA Form 33 or other such documents as may contain statements identifying the military duty as mandatory and in conformance with the above-referenced statutes.

10.2.2 Any other leave of absence with pay for training will be in accordance with the appropriate state and federal statutes concerning same.

10.3 Family leave

10.3.1 Shall be in accordance with federal and state family and medical leave acts.

10.4 Bereavement leave

10.4.1 An employee shall be permitted three (3) days of bereavement leave following the death of a parent, parent-in-law, sibling, spouse, child, step-child or grandparent.

10.4.2 In the event of the death of an employee's aunt, uncle, brother-in-law or sister-in-law, one (1) day's bereavement leave will be granted.

ARTICLE 11 VACATION.

- 11.1 Up to one year- 1 day per month
- 11.2 After one year and up to five years- 15 days annually
- 11.3 After five years and up to twelve years 18 days annually
- 11.4 After 12 years up to 20 years- 21 days annually
- 11.5 After 20 years- 25 days annually

11.6 Effective January 1, 2002, Vacation shall be modified to reflect the following vacation schedule:

- Up to 1 year 1 day per month
- After 1 year and up to 5 years 15 days annually
- After 5 years 20 days annually
- After 20 years 25 days annually

11.7 Vacation pay shall be paid at the employee's regular straight time rate.

11.8 A maximum of two years vacation time may be carried over.

11.9 Vacation shall be scheduled in accordance with County policy. In the event of a conflict, a solution shall be determined by seniority.

ARTICLE 12. INSURANCE AND WORKER'S COMPENSATION.

12.1 Health Benefits.

Effective August 1, 2003 employees and their eligible dependents shall be provided comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program. Employees shall be provided a choice from among the State Health Program's plan offerings.

Prescription drug coverage shall be provided to all employees and their dependents in accordance with the freestanding prescription plan offered by the New Jersey State Health Plan.

Employees and their dependents shall also be provided optical and dental coverages through the County's own provider contracts.

All of the coverages outlined above will be provided to the employees and their dependents without premium copays and shall extend at least throughout the duration of this Agreement and through the completion of negotiations for a successor Agreement.

The provisions of this Article shall not be interpreted so as to diminish any rights or benefits provided by the March 13, 2003 agreement regarding health benefits.

The Union and County agree that they will reopen negotiations should any coverage provision for optical or dental care change during the time frames of this contract.

Employee as used herein, means a bargaining unit member who works more than 20 hours per week. The employee's eligible dependents for benefits include the employee's spouse and dependent children until they reach the age of 19 unless the plan provides benefits beyond the age of 19. Dependent children who are full time students will be covered until the age of 23. Fourteen (14) credits is considered a full time student (unless the particular college or university considers 14 credits as beyond the maximum full time status and in such cases 12 credits would

be acceptable). These definitions and conditions also apply to participants in plans offered as alternatives to the County plan.

12.2 Health Benefits at Retirement.

All current employees who were in the bargaining unit as of October 25, 2001 who subsequently retire, shall be eligible for County paid health benefits coverage for five (5) years after retirement, commencing with the employee's retirement date. All employees hired on, or after, October 26, 2001 who subsequently retire, shall be eligible for County paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date. Retirement is currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of up to 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of full time service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the eligible period of employer paid coverage.

For those employees hired before January 1, 1997, their prior law enforcement service shall be counted cumulatively as “service with Atlantic County” for the purpose of qualifying for payment of post retirement health benefits as outlined above.

12.3 Leaves of Absence - When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. If the employee opts not to pay for coverage, then benefits will be reactivated upon the employee's return from the leave of absence. In no event can this period of reimbursed coverage exceed 6 months. Any employee who goes to an unpaid status for

15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

12.4. Those employees who meet the eligibility requirement for COBRA will be provided with continuation coverage under the provisions of COBRA as administered by the various plans.

12.5. PBA #77 and the County agree to negotiate a health care “opt-out” provision if authorized by the New Jersey State Health Benefits Program (NJSHBP) or by subsequent legislation.

12.6 Worker’s Compensation

When an employee of the Atlantic County Prosecutor’s S.O.A. is injured on duty during working hours, he/she will be entitled to worker’s compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

Employees disabled or injured in the course of their employment receive the difference between their regular rate of pay and disability or worker’s compensation payments that they receive for a period not to exceed one (1) year.

Any employees disabled or injured on the job will be required to be examined by the County physician, or have his/her disability monitored by the County physician along with the attending physician of the injured employee. This Article shall not be construed so as to abrogate any rights provided to said employees by law.

ARTICLE 13. GRIEVANCE PROCEDURE.

13.1 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 employment under this agreement.

13.2 Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter, informally, with the appropriate supervisor or Prosecutor.

13.3 The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. A "grievance" may be raised by an individual, the Association on behalf of the individual or a group of individuals.

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

STEP 1 - The grievance shall be submitted in writing to the Immediate Supervisor within ten (10) calendar days of the occurrence of the grievance (or the grievant becoming aware of the grievance). The Immediate Supervisor shall submit a written answer to the Association within ten (10) calendar days of the submission date.

STEP 2 - If the grievance is not satisfactorily adjusted at Step 1 the grievant (or Association) may appeal to the Chief of County Investigators who will review the grievance and submit his position in writing within seven (7) calendar days of submission to step 2.

STEP 3 -If the grievance is not satisfactorily adjusted at Step 2 the grievant (or Association) may appeal to the Prosecutor. The Prosecutor shall submit written answer to the grievance within seven (7) calendar days after submission to Step 3. Policy grievances affecting substantial

numbers of employees (30% or greater) covered by this agreement may proceed directly to the Third Step.

STEP 4 - If the grievance is not settled through steps 1,2 or 3 and only if the grievance alleges a violation of terms and conditions of this agreement, then the grievant shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the date on which the response of this representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitrator decides. In the event the arbitrator reaches a decision in which both parties were found to be partially at fault, the costs will be borne equally. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

13.5 The Arbitrator shall be bound by the provisions of this agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her by those involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.

13.6 The designated Association representative(s) shall be permitted as members of the grievance committee to confer with employees and the County Prosecutor or Chief on specific grievances in accordance with the grievance procedure set forth herein during the work hours of the employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Atlantic County Prosecutor's Office or require the recall of off-duty employees.

13.7 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding

step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

13.8 In the event the aggrieved elects to pursue remedies available through the NJ Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Prosecutor on the grievance. In the event the grievant pursues his/her remedies through the NJ Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE 14. TRAINING AND SECURITY.

14.1 The employer shall provide adequate training and in-service training for each employee.

All personnel shall receive regular in-service training.

14.2 Employees who take training directly related to their assignment shall be eligible for reimbursement or course payment up to 100% provided that the training or course was approved in advance by the Prosecutor (in writing) and they successfully complete the entire training program or course as detailed in their request.

ARTICLE 15. FRINGE BENEFITS.

15.1 Legal Representation

15.1.1 It is agreed that the Employer will provided counsel at its expense for the defense of unit employees in criminal actions brought against them arising out of and directly related to the lawful exercise of police powers in furtherance of their official duties, to the extent the Employer is permitted by law to provide this representation.

15.1.2 Further, it is agreed that any unit employee charged with a criminal offense,including disorderly persons offenses, may retain counsel of his/her choice for the purpose of such representation. However, said counsel shall not enter an appearance on behalf of the employee without first obtaining written authorization from the County Counsel or his designee. The Employer shall not disapprove counsel for the employee for any reason other than lack of agreement on the cost of representation, or legal conflict of interest. Written authorization shall not be required for counsel to represent employees in emergent or preliminary proceedings, including but not limited to custodial interrogations, initial court appearance, and bail hearings where it is impractical to obtain written authorization from the County Counsel or his/her designee.

15.1.3 As soon as practical, counsel shall provide the County Counsel or his/her designee with a detailed statement of anticipated services, the hourly billing rate to be applied, the total anticipated expenditure of time for the case, and the anticipated charge. This statement shall be submitted in writing and shall be signed by the attorney. The County Counsel shall review this statement and, if acceptable, shall return an approved copy to counsel with authorization to provide representation. If events or circumstances of an unforeseen nature appear, counsel shall submit a revised statement of anticipated services and costs for approval by County Counsel.

15.1.4 Hourly rates of over \$85.00 per hour will not be approved unless, in the judgment of the County Counsel, special circumstances unique to the case exist which warrant a greater

fee, including but not limited to the complexity of the issues and the need for specialized trial experience. Total billings in excess of \$600.00 will not be approved for municipal court matters (in the absence of special or unique circumstances attendant to the case). In the event an appeal is taken to Superior Court from a municipal court judgment of conviction, fees in excess of \$800.00 will not be approved (in the absence of special or unique circumstances attendant to the case).

15.1.5 .Payment for services rendered will be made at the conclusion of the litigation upon submission of a copy of the judgment of the court and an itemized bill, broken down in segments not greater than quarter-hours, for all services rendered. The Employer reserves the right to decline payment for any services which are not sufficiently documented or deemed to be unreasonable in relation to the filed statement of anticipated services. In the event that a unit employee is convicted, payment will not be made to counsel unless and until that conviction is reversed on appeal. In the event that a unit employee is convicted of a criminal offense, and that conviction is either not appealed or affirmed, the Employer shall not be responsible for any cost of defense.

15.1.6 In the event a dispute should arise concerning the appropriate hourly rate or fee in a particular case, either party may submit the dispute to the appropriate bar association fee arbitration committee, whose decision shall be final and binding.

15.2 **Civil Representation** - The county will defend and indemnify all members of PBA #77 for civil claims arising from their employment, including professional liability claims, to the extent permitted by law. Members of PBA #77 agree to cooperate in the defense of any such claims.

15.3 **Personnel Files** - Any employee, upon written request, shall have the right to review his/her own personnel file, including the psychological evaluation, in the presence of a representative of the Employer. Such review will be scheduled at the mutual convenience of the employee and management.

15.4 Employees shall be accorded all rights set forth in statute.

15.5 The county agrees to grant time off, to a maximum of five work days per year, without loss of regular straight time pay to the association representative(or appointed alternative) for the purpose of attending regularly scheduled meetings of the Policemen's Benevolent Association, provided that at least forty-eight (48) hours written notice is given to the employer.

15.6 An employee has the right, on his/her own time, to access the County's and/or Prosecutor's official personnel file kept for the employee. Access to other files may be provided in accordance with established S.O.P.'s. The employer shall permit the employee to respond in writing to any document in his/her file, within one (1) month of the employee being notified of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee a copy of any document or instrument contained in said files upon request of the employee (this shall be at the employee's cost if the amount of copies exceeds 10). No unsigned document or instrument (except for regular employment records which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in a disciplinary matter.

15.7 Effective January 1, 2003, one of the following annual educational payments (not on base) shall be provided for those having or obtaining education degrees:

Bachelor's Degree - \$250.00 per year

Master's Degree - \$500.00 per year

ARTICLE 16. MANAGEMENT'S RIGHTS.

16.1 It is the right of the Prosecutor:

16.1.1 To determine the standards for the selection of employees according to NJ Dept. of Personnel rules and regulations.

16.1.2 To direct employees.

16.1.3 To maintain the efficiency of operations.

16.1.4 To take all necessary actions to carry out the agencies responsibilities in emergencies, emergencies to be construed as acts of God and/or acts or incidents beyond the control of any person or agency, for example; riots, fires, vehicular accidents, etc..

16.1.5 To exercise complete control and discretion over the organization and the technology of performing the work.

16.1.6 To develop and assign all work schedules pursuant to the terms of this agreement.

16.2 It is understood and agreed that the Prosecutor, in his sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property under the control of the Prosecutor, except as limited by this agreement.

16.3 Matters of inherent managerial policy are reserved exclusively to the Prosecutor.

These include, but shall not be limited to, such areas of discretion in policy as the functions and programs of the employer, including but not limited to standards of service, the overall budget, utilization of technology, the organization structure and selection and utilization of personnel.

16.4 The listing of specific rights in this article is not intended to nor shall be considered restrictive or a waiver of any rights of the management not listed herein.

ARTICLE 17. LONGEVITY.

17.1 Commencing January 1, 1999, the following longevity shall be implemented:

Years of Service

After 4 years	\$600
After 7 years	\$800
After 10 years	\$1,400

17.2 Longevity will be paid in a separate lump sum check.. Longevity payment will be issued on or about November 15, but not later than the last pay day in November. Longevity shall be pro-rated by anniversary dates and/or date of severance from service of the Employer.

ARTICLE 18. SEPARABILITY AND SAVINGS.

18.1 If any provision of this agreement or any application of this agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by the decision of any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative. However all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

18.2 Nothing contained herein shall be construed as denying or restricting any employee's rights available under any other applicable laws and regulations.

18.3 The provisions of this agreement shall be subject to and subordinate to state law, but nothing contained herein shall be deemed to subordinate this contract to county ordinances.

18.4 Except as otherwise provided in this agreement, the failure to enforce any provision 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 the parties herein are entitled by law.

18.5 Any changes or modifications in negotiable terms and conditions of employment shall be made only after negotiation with the Association. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.

18.6 Changes mandated by State or Federal laws shall control the parties where appropriate.

ARTICLE 19. FULLY BARGAINED AGREEMENT.

19.1 Both parties agree that this agreement represents all appropriate bargained issues. This agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process.

19.2 This agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues, with the exception of those issues which are subject to the re-opening of this agreement as specifically provided for within the terms and conditions of this agreement, or those issues which may or could arise at a later date during the life of this agreement which parties recognize, by mutual consent, should or must be made a part of this agreement.

ARTICLE 20. PRORATION AND RETROACTIVITY OF PAYMENTS

20.1 During the initial year of service in the bargaining unit, employees having entitlements shall receive pro-rated payment for allowances, stipends, reimbursements and longevity. Proration shall commence with the date of entry into the unit and end on December 31st of the year of entry.

20.2 Retroactive payments of any kind, including salary increases, will not be made for those employees who separate from employment prior to the date on which payment is issued. The preceding sentence does not apply to employees who retire during the life of this Agreement, as defined in Article XIV.

ARTICLE 21. DURATION.

This agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2006. The parties shall commence negotiations toward a successor agreement no later than September 1, 2006. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Atlantic, New Jersey.

COUNTY OF ATLANTIC

**ATLANTIC COUNTY
PROSECUTOR'S OFFICE
SUPERIOR OFFICERS ASSN.**

_____ Date _____
Dennis E. Levinson
County Executive

_____ Date _____
Norman Meyers, President
PBA Local No. 77

_____ Date _____
Jeffrey S. Blitz
Atlantic County Prosecutor

_____ Date _____
Shop Steward
Atlantic County Prosecutor's SOA

_____ Date _____
James F. Ferguson
County Counsel