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AGREEMENT

Between

SHERIFF, COUNTY OF BURLINGTON

and

BURLINGTON COUNTY SHERIFF'S LOCAL 248 POLICEMEN'S
BENEVOLENT ASSOCIATION

Effective: January 1, 1977 Through: December 31, 1980

THIS AGREEMENT made this _____ day of _____, 1977, by and between the Sheriff, County of Burlington, State of New Jersey, hereinafter referred to as the "EMPLOYER" and Burlington County Sheriff's Policemen Benevolent Association, Local 248, hereinafter referred to as the "UNION" and the Burlington County Board of Chosen Freeholders has been created for the purpose of harmony and mutual understanding between the Employer and members of the Union in order that continuous and efficient service be rendered to the County.

INTRODUCTORY STATEMENT

It is the intention of both the Employer and the Union that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, N.J.S.A. 34:13A-1 et seq. (hereinafter Chapter 303) and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WITNESSETH:

Whereas, the Union has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

Whereas, the Employer and Union have conducted negotiations in good faith with respect to grievances, and terms and condition of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I

Recognition

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all employees in the negotiating unit as defined in Article 1, Section 2, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all of the regular, full time sheriff's officers and court attendants of the County of Burlington now employed or hereafter employed, except the Sheriff and Under-Sheriffs.

Section 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto and shall not be interpreted as abrogating the rights of employees as established under the Laws of 1968, Chapter 303.

ARTICLE II

Management

Section 1. Nothing in this agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations of the New Jersey Civil Service Commission and PERC to:

(a) Carry out the statutory mandate and goals assigned to a County utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules. Such work rules shall be in written form and a copy shall be provided to each member of the Union with applicable amendments thereto.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. Reduction in force level of certified personnel shall not be elected until non-certified personnel employed in the Sheriff's Department and performing Sheriff's personnel functions are laid off. Seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

(d) For purposes of subsection (c), just cause shall be interpreted to be an act of the Employee constituting one or more of the following: Neglect of duty; incompetency or inefficiency; insubordination or serious breach of discipline; intoxication while on duty; disorderly or immoral conduct; wilful violation of any of the provisions of the Civil Service statutes, rules or regulations, or other statutes relating to the employment of public employees; the commission of any criminal act or offense; negligence of or wilful damage to public property or waste of public supplies; conduct unbecoming an employee in the public service; the use or attempt to use one's authority or official influence to control or modify the political action of any person in the Civil Service.

ARTICLE III

Collective Bargaining

Section 1. Collective Bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Board of Chosen Freeholders or his designee, the Sheriff or his designee, and the President of the Union or its designee, shall be the respective negotiating agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of any party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members, however, only three (3) members of such committee shall be permitted to attend such meetings without loss of pay or time.

ARTICLE IV

Conducting Union Business on Employer's Time

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, one of whom may confer with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of such business shall not diminish the effectiveness of the Sheriff's Department or require the recall of off-duty Sheriff's personnel to bring the Department to its proper effectiveness.

Section 2. The Employer agrees to grant the necessary time off without loss of pay or time to the President of the Local and the selected delegate to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4. The Employer shall permit the Local State Delegate or his alternate to attend the monthly State Delegate's Meeting without loss of pay or time.

ARTICLE V

Discrimination and Coercion

Section 1. There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE VI

Strikes

Section 1. The Union assures and pledges to the Employer that its goals and purposes are such as to not condone strikes by public employees, in accordance with the Constitution and the Laws of the State of New Jersey.

ARTICLE VII

Civil Service/PERC/Police Training Commission

Section 1. The employer and the Union agree that all rules promulgated by the New Jersey Department of Civil Service, PERC and the New Jersey Police Training Commission concerning hiring, firing and training practices or any other matters whether or not specifically covered in this Agreement shall be binding upon all parties. The employer and Union agree to abide by these Civil Service, PERC and Police Training Commission Regulations. Non-adherence to the Civil Service, PERC or Police Training Commission Regulations of this State by either party will have the effect of making this contract null and void.

ARTICLE VIII

Grievance Procedure

Section 1. A grievance is hereby defined as any complaint, controversy, misunderstanding or dispute arising between the Sheriff and any employee represented by the Union with respect to the meaning, application or operation of any provision of this agreement. Should any grievance as defined, arise between an employee and the Sheriff, and in order to provide for an orderly method of handling and disposing of disputes and grievances by the parties, the procedure hereinafter set forth shall be followed:

Step 1 - The President of the Union or his duly authorized and designated representative shall be present and discuss the grievance or grievances orally with the Sheriff or his duly designated representative within fifteen (15) working days of the occurrence, giving rise to the grievance, otherwise said grievance shall be deemed settled. The Sheriff shall answer the grievance within five (5) working days from the date of its presentation.

Step 2 - The aggrieved shall now have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act, should the grievance not be settled in Step 1.

Step 3 - If a grievance is not settled, such grievance shall, at the request of either Union or the Employer, be referred to the New Jersey Public Employee Relations Commission for the selection of an arbitrator according to its rules. All submissions to arbitration must be made within a reasonable time. The arbitrator appointed under this procedure shall interpret the provisions of this agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement. After hearing dispute, the arbitrator shall render his decision within thirty (30) calendar days, which decision shall be final and binding upon the parties. The expense of all such arbitration shall be borne equally by the Employer and the Union.

ARTICLE IX

Salary

Section 1. The basic salary for each classification shown will be as follows: effective January 1, 1977, and be in effect for 1977 only:

<u>CLASSIFICATION</u>	<u>YEARS SERVICE</u>	<u>BASIC SALARY</u>
Sheriff's Officer Lieutenant		12,500
Sheriff's Officer Sergeant		11,750
Sheriff's Officer Permanent	Over 5 years	11,250
Sheriff's Officer Permanent	3 - 5 years	11,000
Sheriff's Officer Permanent	2 - 3 years	10,500
Sheriff's Officer Permanent	1 - 2 years	10,000
Sheriff's Officer Permanent	0 - 1 years	9,500
Sheriff's Officer Temporary		7,400
Court Attendant		8,500

Section 2. All temporary sheriff's officers, will receive an increment of \$400, effective January 1, 1977, and Kathryn E. Doyle, Court Attendant will receive an increment of \$400, effective January 1, 1977. Exceptions also will be made regarding Anthony J. Patti, James H. Schultz, and Robert K. Murphy, who are awaiting Civil Service Certification and will receive \$9,500, effective January 1, 1977.

Section 3. Effective January 1, 1978, and for the remainder of the term of this Agreement and any extensions thereof, an annual increment of \$500.00 shall be paid to each employee who is recommended for receipt of the same by his or her Department Head. Lists of those recommended and not recommended for receipt of an increment shall be submitted to the Clerk/Administrator's office with documented reasons by September 30th of each year, which date shall constitute the annual cut-off date for consideration for receipt of an increment. A list of those not recommended for receipt of an increment and the reasons therefor shall be submitted to the Union by December 1st of each year. Notwithstanding the foregoing provisions of this section, the following salaries shall be paid to the employees indicated, effective January 1, 1980:

Anna Mae Atkinson	12,750	Francis J. Maxon	12,750
James A. Bears	12,500	Charles W. Newhouse	12,750
Gloria Y. Burroughs	12,500	James H. Skipper	12,500
Joseph R. Cruz	12,750	Carrie B. Taylor	12,500
John C. Ferrv	12,750	Stephen H. Voss	12,500
Gerald Isham	12,750	Max N. Wolford	12,750
Chester Karasinski	12,750	Robert K. Murphy	12,000
Lillie P. Lonon	12,500	Anthony J. Patti	12,000
		James H. Schultz	12,000

Section 4. A cost of living adjustment shall be computed for all employees during the second calendar quarter of each year and paid annually during the month of November in a lump sum check. Such adjustments shall not be added to employees' base salaries. Employees hired after July 31st of any year shall not be eligible for receipt of cost of living adjustments during the year of their hiring. For purposes of this section, cost of living adjustments shall not be computed upon or paid with respect to those portions of employees' base salaries which exceed \$12,000.

Section 5. The following salary ranges will prevail:

Sheriff's Officer Lieutenant	12,500 - 18,500
Sheriff's Officer Sergeant	11,500 - 17,500
Sheriff's Officer (Cert. & Qual.)	9,500 - 14,500
Sheriff's Officer (Temporary)	7,400 - 12,400
Court Attendant	6,600 - 11,600

ARTICLE X

Temporary Employees

Section 1. All temporary employees, including provisional employees awaiting qualifying examination shall be credited with sick and vacation leave allowances. They shall be entitled to receive holiday leaves for the months they are employed. Temporary employees and provisional employees will only be hired when a valid Civil Service hiring list does not exist for the Burlington County Sheriff's Department in the aforementioned classifications.

ARTICLE XI

Overtime

Section 1. Personnel in the classifications of Court Attendant and Sheriff's Officer will be paid at the rate of 1 1/2 times the normal rate of pay in support of emergencies (i. e. jail disturbance, riot, strikes or other emergencies as specifically proclaimed by the Sheriff or authorized representative) or when sequestered with or in support of sequestered jury activities, providing these times are beyond the normal work day.

ARTICLE XII

Longevity Pay

As per Resolution No. 109 adopted by the Board on 2/23/77.

ARTICLE XIII

Sick Leave with Pay

As per Resolution No. 110 adopted by the Board on 2/23/77.

ARTICLE XIV

Maternity Leave

As per Resolution No. 110 adopted by the Board on 2/23/77.

ARTICLE XV

Leave of Absences

As per Resolution No. 110 adopted by the Board on 2/23/77.

ARTICLE XVI

Military Leave

As per Resolution No. 110 adopted by the Board on 2/23/77.

ARTICLE XVII

Annual Vacations

As per Resolution No. 110 adopted by the Board on 2/23/77.

Section 5. In order not to hamper proper and efficient Sheriff's operations, both parties agree that the scheduling of vacations must be left to the employer, but the following conditions shall be observed in such scheduling:

- (a) All employees shall have the right to take their vacations during any time of the year, at their discretion.
- (b) Selection of vacation shall be based on seniority.
- (c) No employee shall be permitted to take more than three (3) consecutive weeks vacation at one time, unless mutually agreed to by the parties.
- (d) With respect to any conflict of vacation selection, seniority shall prevail.

ARTICLE XVIII

Holidays

Section 1. The following holidays will be observed:

1. January 1, known as New Year's Day
2. February 12, known as Lincoln's Birthday
3. The third Monday in February, known as Washington's Birthday
4. The day designated as Good Friday
5. The last Monday in May, known as Memorial Day
6. July 4, known as Independence Day
7. The first Monday in September, known as Labor Day
8. The second Monday in October, known as Columbus Day
9. General Election Day
10. November 11, known as Veteran's Day
11. The Fourth Thursday in November, known as Thanksgiving Day
12. The day (Friday) after Thanksgiving
13. December 25, known as Christmas Day; and if Christmas falls on Saturday, the holiday will be the previous Friday.

Section 2. The following additional holidays will be celebrated in 1977: December 31, 1976, January 14, 1977, February 11, 1977, and December 27, 1977. Holidays not observed prior to signing of agreement, will be given to employees sometime in 1977.

Section 3. The following additional holidays will be celebrated in 1978: January 15, 1978, July 3, 1978, November 10, 1978, and December 26, 1978.

Section 4. The following additional holidays will be celebrated in 1979: January 15, 1979, April 16, 1979, December 24, 1979, and December 31, 1979.

Section 5. The following additional holidays will be celebrated in 1980: January 15, 1980, November 10, 1980, December 26, 1980, and December 31, 1980.

ARTICLE XIX

Fringe Benefits

Section 1. Hospital, Surgical and Major-Medical Benefits - Temporary and Permanent employees, after ninety days service may enroll for benefits for the entire family. The total cost to be paid by Burlington County.

Section 2. Life Insurance - Permanent Employees eligible - the Board of Chosen Freeholders has a contract with the Prudential Life Insurance Company. Burlington County pays for the first \$1,000. Under the contract, coverage must be carried as follows: Earnings at \$100.00 weekly - \$5,000 coverage. Rates are computed annually.

Section 3. There shall be no change in the Group Hospital Medical Plan, or any type of coverage, presently maintained and paid by the Employer on behalf of the employees as stated above, except in the case of a new plan that is equivalent or better.

Section 4. Dental Care - Improved employee coverage to be paid by Burlington County. Family coverage to be optional contributory program through payroll deductions.

Section 5. Auto and Homeowners - Payroll deduction.

ARTICLE XX

Workmen's Compensation, Safety and Health

Section 1. When an employee is injured on duty, he shall notify his department head immediately so that a report may be prepared. He will be placed on a leave without pay unless he desires to use sick or vacation leave during this period of disability. If his case is approved he will receive Workmen's Compensation. The County will not be responsible for the difference in salary.

Section 2. The employer at all times will maintain safe and healthful working conditions. He will provide the employees with any wearing apparel, firearms, tools or devices reasonably necessary in order to insure their safety and health.

Section 3. The Employer and Union shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general, and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted to a reasonable opportunity to visit work locations throughout the Employer's facilities where employees are covered by this agreement performing their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss in pay, for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

Section 4. The employer agrees to insure the safety and adequacy of all working areas and equipment provided for employment use. The Union reserves the right to call upon the Employer or any appropriate State or Federal Agency to investigate any matter involving work areas, conditions or equipment. Such requests will only be made where the Union feels that the employee is subjected to a possible impairment or health or safety.

ARTICLE XXI

Uniform Issue

Section 1. Initial issue of uniforms, accessories and required equipment will be provided to permanent uniformed employees by the employer at no expense to individuals. Initial allowance will be as indicated below, and all individuals provided uniforms will wear same while on duty except when specifically directed to the contrary by his immediate supervisor: 2 shirts, winter, tan; 2 shirts, summer, tan; 3 trousers, brown; 1 jacket, winter, brown; 1 hat, winter, brown felt; 1 hat, summer, brown straw; 1 raincoat, reversible, brown/orange; 2 neckties, brown; 1 badge, breast, star type; 1 badge, hat, star type; 1 belt, black basket; 1 case, cuff, black basket; 1 holster, weapon, black basket; 1 cartridge case, black basket; 1 plate name, silver; 1 whistle, with chain, silver; 1 revolver, service, 4 inch, at the discretion of the Sheriff.

Section 2. Female sheriff's Officers and other employees performing duties in the Courts shall be issued the uniform as designated and prescribed by the Sheriff.

Section 3. Sufficient replacement items of clothing and equipment will be issued on the basis of need to individuals at such intervals that will insure that uniforms are maintained in an acceptable state at all times.

Section 4. Employer will provide at no cost to individual any clothing and/or equipment damaged in the performance of their duties if not covered by insurance.

ARTICLE XXII

Employee Expenses

Section 1. Employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed at the rate of fifteen (15¢) cents per mile. All personal car mileage shall be submitted on the proper forms to be provided, and such mileage shall be computed on a portal to portal basis. No supervisor shall order an employee to transport anyone in his privately owned vehicle. In the event transportation of a female person is required no less than two (2) officers, one of which shall be a female, will perform this requirement in a official vehicle.

Section 2. All other necessary expenses borne by employee in the course of work, which have been, by past practice, subject to reimbursement to the employee, shall remain in effect for the duration of this agreement.

ARTICLE XXIII

Employee Facilities

Section 1. The employer shall provide reasonable on-premise parking for all employees, when available.

ARTICLE XXIV

False Arrest and Liability Insurance

Section 1. The employer will procure and maintain false arrest and liability insurance to cover employees in the performance of their duties.

ARTICLE XXV

Retirement

Section 1. Revised Statute 43:15A-47b states that the member of the Public Employees' Retirement System shall be retired by the Board at age 70 or 90 days thereafter. If it is the desire of the Department Head to recommend that the services be continued, a recommendation to waive should be presented to the Board of Freeholders annually prior to birthday.

Section 2. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

Section 3. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

ARTICLE XXVI

Rules of Employment

Section 1. All rules and regulations promulgated by the Employer for the proper and efficient operation of the Sheriff's Department's requirements shall be put in writing and duly and conspicuously posted in Sheriff's personnel work areas. Such rules shall be applied to all employees equally and be uniformly enforced.

ARTICLE XXVII

Rights and Privileges of the Union

Section 1. Whenever any representative of the Union or any employee is mutually scheduled by the parties of this agreement to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss of pay or time.

Section 2. Representatives of the Union shall be permitted to transact official Union business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service.

Section 3. The Union has the use of County buildings at all reasonable hours when appropriately scheduled through the proper authority. The Union has the use of designated facilities and equipment when not otherwise in use.

Section 4. The Union has the use of Bulletin Boards and mail delivery.

ARTICLE XXVIII

Personnel Files

Section 1. Employees shall have the right to inspect and review their own individual official personnel file upon request to the Employer. The employer recognizes and agrees to permit this review and examination at any reasonable time. Employee shall have the right to define, explain or object in writing to anything found in his personnel file. This writing shall become a part of the employee's personnel file.

ARTICLE XXIX

Work Schedules

Section 1. The normal working hours will not be changed, without reasonable notice to the affected employees unless deemed an emergency by the Sheriff and/or Undersheriff.

Section 2. If at any future time, there be adopted more than one work shift per day within a given classification, preference shall be given to the senior employee.

Section 3. The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force prior to implementation of such changes, and that the Union shall have the right to submit written recommendations with respect to any such changes.

Section 4. The working hours for all court related employees will normally be that of the established hours for the courts, with the actual working hours being set forth by the Sheriff or his authorized representative and posted on the bulletin boards within the activities where personnel are required to perform their assigned duties.

ARTICLE XXX

Seniority

Section 1. Seniority is defined as an employee's total length of service with the employer, beginning with his permanent date of employment also referred to as date of Certification.

Section 2. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent employment, classification and pay rate, and records will be available to the representative upon request.

Section 3. Except where New Jersey Civil Service Statute requires otherwise, in all lay-off recall situations, the employees with the greatest amount of seniority will be given preference.

Section 4. In the event any career advancement opportunities should arise, i. e., police academy, specialized schools, etc.; senior permanent sheriff's officers will be given preference.

ARTICLE XXXI

Vacancies and Promotions

Section 1. Promotional positions shall be filled in accordance with Civil Service Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

Section 2. It is understood and agreed by the parties that promotions in the classified services shall be viewed and understood as recognition of an employee's efforts and as a career advancement for all employees.

Section 3. The employer shall set forth the authorized allowance of personnel in the following classifications: Lieutenants, Sergeants, Sheriff's Officers and Court Attendants within the department.

Section 4. Such authorized allowance of personnel enumerated in Section 3 of this Article shall be known as the Table of Organization.

Section 5. In the event of any vacancy in the Table of Organization enumerated in Sections 3 and 4 of this Article, due to retirement, death, discharge, promotion or voluntary severance from the department, such vacancy shall be filled within sixty (60) days of the effective date thereof from the existing waiting list, unless said position is abolished.

Section 6. If the existing waiting list is exhausted at the time of the vacancy, the Employer shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of the list resulting from the said test.

Section 7. Whenever an employee is promoted or reclassified from one class or title to another, then his salary shall be adjusted to the minimum of the new title, or receive an increase amounting to one-half of the annual increment, whichever is higher.

ARTICLE XXXII

Disciplinary Proceedings

Section 1. Sheriff Department employees covered by this Agreement who are summoned to appear before the Sheriff for a disciplinary hearing shall be notified in writing at least three working days in advance of the day on which the hearing is to be held (excluding Saturday, Sunday and holidays).

Section 2. The notice of the hearing shall include specific charges against the employee.

Section 3. Whenever such employee is summoned for a disciplinary hearing, he shall be entitled to be accompanied by no more than two (2) Union representatives, one of whom may be a lawyer of the individual's choice and he shall be informed of his rights.

Section 4. Whenever an employee covered by this agreement is summoned for a disciplinary hearing, it is the employee's responsibility to notify the Union.

ARTICLE XXXIII

Jury Duty

Section 1. If an employee is called to serve on a jury, the time will not be deducted from his vacation if his jury check is turned over to the County Treasurer's Office for the number of days absent from his employ. This time must be reported on the daily report forms.

ARTICLE XXXIV

Outside Employment

Section 1. Every employee planning to be engaged in outside employment within an organization/law enforcement other than the Sheriff's Department shall submit in writing the name or names of his prospective employer to the Sheriff for his approval. No discrimination will be shown by the employer in the approval for requests as stated.

ARTICLE XXXV

Check Off

Section 1. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable) in such amounts as shall be fixed pursuant to the By-Laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

ARTICLE XXXVI

Savings Clause

Section 1. It is understood and agreed that if any provision of this agreement or the application of this agreement to any person or circumstance shall be held invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any provisions are so invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXXVII

Duration/Termination

Section 1. This agreement shall be in effect as of January 1, 1977, to and including December 31, 1980.

Section 2. In the absence of written notice of intention to terminate given at least ninety (90) days prior to the expiration date by any party to the others, this Agreement shall be automatically renewed for a period of two (2) years, and from every two (2) years thereafter, until such time as ninety (90) days notice is given prior to the annual expiration date.

Section 3. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date.

Section 4. If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days beyond its specific termination date in the following manner: The party or parties hereto desiring to extend the agreement shall notify all other parties of such desire in writing and at least fifteen (15) days in advance of the specified termination date. In the event all other parties agree in writing to the proposed extension, prior to the specified termination date of the agreement, the Agreement shall be so extended and all parties shall be bound thereby. Otherwise, or in the event this Agreement is extended as aforementioned and a new agreement is not reached during the extension period, this Agreement shall cease and become of no effect as of its termination date or the end of the extension period, whichever is applicable.

ARTICLE XXXVIII

Completeness of Agreement

Section 1. This Agreement constitutes the entire collective negotiating agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

ARTICLE XXXIX

Legality of Contract

Section 1. Any provisions of this Agreement found to be in violation of any existing or future Local, State, or National Legislation shall be subject to re-negotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remain unaffected. It is agreed that any future legislation concerning the employees of this County of Burlington, which liberalizes employee benefits beyond those contained herein, either by mandatory act or permissive act, shall be subject to immediate re-negotiation.

