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A G R E E M E N T

between

Middlesex County Prosecutor

THE PROSECUTOR OF MIDDLESEX COUNTY,
STATE OF NEW JERSEY

-and-

THE MIDDLESEX COUNTY PROSECUTORS
DETECTIVES AND INVESTIGATORS
P.B.A. LOCAL #214

X JANUARY 1, 1984 - DECEMBER 31, 1984

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THIS AGREEMENT made this 15th day of March, 1984,
between THE COUNTY PROSECUTOR OF MIDDLESEX COUNTY, (hereinafter referred
to as the Employer) and THE MIDDLESEX COUNTY PROSECUTORS DETECTIVES
AND INVESTIGATORS, P.B.A. #214 (hereinafter referred to as the Union);

WHEREAS, the Union has been selected as the Exclusive
bargaining agent by the employees hereinafter to be defined, and

WHEREAS, said Union has been in negotiations with the Employer,
and

WHEREAS, the Union and the Employer have agreed upon certain
terms of employment as a result of the negotiations carried on pursuant
to Law;

NOW, THEREFORE, subject to law as herein provided, the parties
hereto, in consideration of the following mutual promises, covenants
and agreements contained herein do hereby establish the following terms
and conditions which shall govern the activities of the parties and
all affected employees:

I. RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Middlesex County Prosecutor's Detectives and Investigators, excluding Chief of Detectives and Deputy Chief of Detectives.

II. UNION REPRESENTATIVES

The Union shall have the right to designate such members of the Union as it deems necessary as Union Representatives and they shall not be discriminated against due to their legitimate Union activities.

Authorized representatives of the Union shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

III. WAGES AND PAY PERIODS

1. Effective January 1, 1984 salaries shall be paid in accordance with the following schedule and the County Wage Submittal dated February 23, 1984.

Captain - \$44,626
Lieutenant - \$39,845
Sergeant - \$35,576

Detective - Start - \$22,845
2ND YEAR - \$24,019
3RD YEAR - \$25,193
4TH YEAR - \$26,367
5TH YEAR - \$27,541
6TH YEAR - \$28,715
Maximum - 7TH YEAR - \$30,936

Investigator - At Academy - \$12,000
Start - \$21,447
2ND YEAR - \$22,621
3RD YEAR - \$23,795
4TH YEAR - \$24,969
5TH YEAR - \$26,143
6TH YEAR - \$27,317
7TH YEAR - \$28,491
8TH YEAR - \$30,709

All step increases will be effective January 1, of each succeeding year upon finalization of the contract for said year.

Wages and Pay Periods (Cont.)

2. Starting salary for new hires will be based on education/ experience subject to the approval of the Prosecutor.

3. All Investigators who, when hired, have not completed basic training at any recognized New Jersey police academy shall have a starting salary of \$12,000. Upon completion of basic training at a police academy, the Investigator will be paid the base salary for the position in accordance with this Article.

IV. HOURS OF WORK

Employees will normally work during the hours of 8:30 a.m. to 4:15 p.m., Monday through Friday, except when otherwise directed by the Prosecutor or his designee. Any change in the work schedule resulting in days off other than Saturday or Sunday shall provide for two consecutive days off.

V. OVERTIME

1. Overtime is constituted as time worked in excess of seven (7) consecutive hours per day or the normal thirty-five (35) hour work week. Provisions will be made to pay each Investigator and Detective overtime at the rate of time and one-half ($1\frac{1}{2}$) up to a maximum of \$1,700 for hours worked in excess of seven (7) hours per day or the normal thirty-five (35) hour work week. It is understood that the overtime set forth herein is not guaranteed overtime and shall be computed annually. Overtime in excess of the amounts set forth above will be compensated for by compensatory time at the rate of time and one-half ($1\frac{1}{2}$). Those employees who work less than the maximum allowed sum on an annual basis, will be paid only for those hours worked. Overtime and the payment of it must have the approval of the Prosecutor or his designee, or the Chief of Detectives or his designee.

2. Compensatory time may be taken at a time chosen by the employee and approved by the Employer, through mutual agreement. It is further agreed that any accumulated compensatory time in excess of 225 hours must be taken in the 45 day period following the overtime posting unless otherwise approved by the Prosecutor or his designee. The Prosecutor may assign compensatory time that has been accumulated in excess of 225 hours.

3. When required to work by order of the Assignment Judge or the Attorney General on a legal holiday, that time will be compensated

Overtime (Cont.)

for at the rate of one and one-half (1½) times the normal hourly rate in addition to the regular day's pay, as part of the maximum sum allowed per year as set forth in paragraph 1.

4. The wages set forth in paragraph 3, overtime, with regard to Superior Officers include any overtime that may be worked by any superior officer.

5. Compensatory time for any work performed by a Superior Officer above and beyond seven (7) hours per day or thirty-five (35) hours per week shall be given solely at the discretion of the Prosecutor.

VI. LONGEVITY

All eligible employees shall be entitled to longevity payments which shall be based upon their salary as of December 31st of the prior year with a maximum base of twenty-two thousand dollars (\$22,000) starting with the completion of the eighth (8th) year of service as follows:

9 through 15 years = 2%
16 through 20 years = 4%
21 years and over = 6%

The rate of longevity and schedules of payments shall continue as per past practice defined in a Freeholder Resolution of March 13, 1971 as amended.

VII. MEDICAL BENEFITS

A. All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the P.B.A. #214 and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan - All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan at the employer's expense.

It is understood and agreed, for the 1984-1985-1986 contract years, that the Employer will contribute \$2.49 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.91 per month. Total amount for dependent coverage in the Modified Plan, \$9.40 per month. In addition, the Employer

Medical Benefits (Cont.)

will contribute \$10.32 per month toward the dependent coverage of the employee in the Family Plan. The employee will contribute \$28.62 per month. Total amount for dependent coverage in the Family Plan, \$38.94 per month.

D. Drug Prescription Plan - All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employee.

E. Payment of Blue Cross-Blue Shield Premiums for Retirees - Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or Locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums.

F. Vision Care Program - All full-time employees of this bargaining unit, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination - \$25.00

Lenses and Frames combined -or- Contact Lenses - \$35.00

It is understood and agreed that the Vision Care Program will apply to the employee only.

VIII. HOLIDAYS

All employees shall receive the following holidays with pay:

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

When an employee is scheduled to work a holiday he/she shall be paid at his regular hourly rate for the holiday, seven (7) hours plus time and one-half ($1\frac{1}{2}$) for all hours worked on the holiday. Said employees shall not be entitled to compensatory time for said holiday. If, however, an employee is over the maximum set forth in paragraph 1, article V, maximum sum to paid for overtime, then that employee shall receive said compensatory time.

IX. PERSONAL DAYS

All employees shall have four (4) personal days in addition to those previously mentioned for any personal purposes. Personal days may not be accumulated. Personal days may be taken on separate days or consecutively; however, the employee should, if possible, give the Employer three (3) days notice for one personal day, four (4) days notice for two (2) consecutive personal days, and five (5) days notice for three (3) consecutive personal days to be taken by the employee. New employees shall accrue one (1) personal holiday at the end of the third month (total four per year) of employment and severance pay shall be calculated considering personal days on the basis of one accrued personal day per each three (3) month period of employment completed in the year said employment is terminated.

X. BEREAVEMENT

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts, and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that requests for this bereavement leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XI. VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

Vacations (Cont.)

It is understood that when reference is made to six to nine years, etc., six means the start of the sixth year, etc.

The Employer and his delegated representative shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Vacation time may be used on a day-to-day basis where agreed to by the employee's supervisor. It shall be assumed that an employee with one or more years of service will remain in the service for the full calendar year, or portion thereof from date of hire and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the services of the County shall have unused vacation time paid him; this shall be on a pro-rated basis on one day for each month of service. In addition, excess vacation time will be deducted from the employee at termination.

XII. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive year.

All other proper and authorized leaves as provided in the rules of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave

Sick Leave (Cont.)

with pay is granted, the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the injury leave and compensation benefits including the requirements for reimbursement and the basis for not granting an injury leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Accumulated Sick Time Payoff Upon Retirement

Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation, one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XIII. GRIEVANCE PROCEDURES

Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with this Agreement.

It is understood that N.J.S.A. 2A:157-2+10 are incorporated into this contract by reference.

Step 1. The Union shall present the employee's grievance or dispute to the Chief of County Detectives within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Chief shall attempt to adjust the matter and shall respond to the employee within five (5) working days. Any settlement of a grievance will be limited to the date of written grievance.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union representative to the Prosecutor or his designee in writing five (5) working days after the Chief's response is due. The Prosecutor or his designee shall respond to the Union representative in writing within five (5) working days.

Grievance Procedure (Cont.)

Step 3. If no settlement of the grievance has been reached between the parties, either one or both shall move the grievance to arbitration within thirty (30) days of receiving the answer from the Prosecutor.

Employee grievances shall be presented to the employer on forms prepared by the County. The grievance procedure as contained in this contract shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

XIV. ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, and upon such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the Union. Requests for transcript of proceedings shall be paid by the party making the request. Time extensions may be mutually agreed to by the Employer and the employee.

Only economic grievances that would affect an employee's income, hours or economic fringe benefits may be submitted to binding arbitration. If a dispute arises as to the determination of whether a grievance is economic or non-economic in nature, the parties will file the appropriate documents pursuant to N.J.A.C. 19:16-6.2 and the P.E.R.C. shall render a decision on the matter. The parties agree to abide by the final decision in the issue determination.

XV. ADHERENCE TO CIVIL SERVICE RULES

The Employer and the Association understand and agree that all rules and procedures promulgated by the New Jersey Department of Civil Service concerning any matter whatever shall be binding upon both parties.

XVI. PROMOTIONS

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

An employee whose class of employment indicates a higher class is available according to Civil Service job titles shall be given an opportunity to advance to the higher class and higher range of pay, by mutual consent of both parties, provided the employee has served in a satisfactory manner in the lower class for a period of at least one year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

When an employee is promoted, he/she will move in salary to the next pay step of the rank promoted to which is greater than his/her present salary.

Since the Department of Civil Service is the final authority with regard to all procedures dealing with examinations, promotions, etc., nothing contained herein shall be construed to supersede such procedures.

XVII. RIGHTS AND PRIVILIGES OF THE UNION

The Employer agrees to make available to the Union all public information concerning the financial resources of the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the Personnel Director.

Whenever any representative of the Union or any employee is mutually scheduled by the Parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

The Union has the reasonable use of bulletin boards and mailboxes.

XVIII. PERSONNEL FILES

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

Whenever a writing reflecting any disciplinary action is placed in the employee's personnel file, the employee shall be notified of that fact.

XIX. CLOTHING MAINTENANCE

The benefits received under this paragraph are now received as part of the salary. The clothing allowance has been abolished.

XX. SAVINGS CLAUSE

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement, including any and all verbal or written agreements pertaining to working conditions made with the Middlesex County Prosecutor.

It is agreed that all general fringe benefits given to all other County employees by General County Policy, will also be granted to the employees covered by this Agreement.

XXI. MANAGEMENT RIGHTS

All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

XXII. NO STRIKE OR LOCK OUT

Neither the Union nor the Employer or employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work.

(In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, paragraph 19.)

XXIII. DUES - CHECK OFF

Upon presentation to the Employer of a check-off card signed by individual employees, the County will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the County will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the P.B.A. Representation entitled to receive same.

The said P.B.A. Representative shall be appointed by resolution of the P.B.A. and certified to the Employer by the P.B.A.

Representation Fee in Lieu of Dues

If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

Dues - Check Off (Cont.)

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

Ten (10) days after receipt of the aforesaid list by the County; or

Twenty (20) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

Dues - Check Off (Cont.)

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the Union.

The Union will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union.

XXIV. EXTRADITIONS

If an officer is engaged in an out-of-state extradition not involving an overnight stay, he should be reimbursed pro-rata on the following formula: If the Officer is traveling between:

7:00 a.m. and 10:00 a.m. - \$ 5.00 for breakfast

11:00 a.m. and 1:00 p.m. - \$ 7.50 for lunch

4:00 p.m. and 7:00 p.m. - \$12.50 for dinner

On overnight stays, Officers will be reimbursed for lodging expenses and \$25.00 per diem for meal expenses.

Travel shall be arranged and paid for by the office.

Officers on extraditions may request separate rooms which may be approved in the discretion of the Chief of Detectives.

An Officer may direct a request for a layover to the Chief of Detectives.

The number of Officers sent on an extradition shall be in the sole discretion of the office.

The practice of overtime compensation after eight hours work, calculated from the time the Officer leaves home, shall be continued.

XXV. TELEPHONE ALLOWANCE

Effective January 1, 1982, the Employer shall no longer pay the base telephone service charge for any employees covered by this Agreement. It is understood by and between the parties that the one hundred and twenty dollar (\$120) annual increase shall be in lieu of such payment. It is further understood by and between the parties that the inclusion of the \$120 figure in the base salary is in consideration for the elimination of the payment of the base cost of the telephone. Should the parties at any time in the future negotiate and agree to pay for the base telephone service directly, then in the event all salaries of all employees covered by this Agreement shall be reduced by \$120 plus any compounding resulting from percentage increase granted in future. Vouchers for telephone toll charges relative to County business and payment therefore shall be on a quarterly basis. It is the intent of the parties that the Employer shall be responsible to pay the base telephone service charge for the first two billing periods of 1982.

XXVI. MILEAGE ALLOWANCE

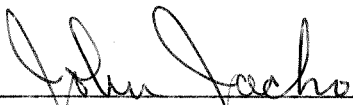
Whenever an employee shall be required to use his/her personal vehicle in any job connected capacity, he/she shall be entitled to an allowance of the prevailing county rate per mile. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

XXVII. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1984 until December 31, 1984 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1984. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened by either party for the 1985 negotiations, upon notice in writing at least sixty (60) days and no more than ninety (90) days prior to January 1, 1985.

UNION:



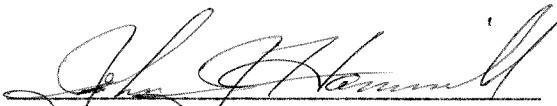
JOHN JACKO
PRESIDENT - P.B.A. LOCAL #214

EMPLOYER:




ALAN A. ROCKOFF
PROSECUTOR

WITNESS:



JOHN J. HAMMILL
STATE DELEGATE




WILLIAM A. RITTER
SR. LABOR RELATIONS SPECIALIST

ACKNOWLEDGED BY:



MARIE MAC WILLIAM
CLERK OF THE BOARD



STEPHEN J. CAPESTRO, DIRECTOR
BOARD OF CHOSEN FREEHOLDERS