

AGREEMENT

by and

BETWEEN

**THE SUSSEX COUNTY
PROSECUTOR'S OFFICE**

AND

**PBA LOCAL NO. 138
PROSECUTOR'S ASSOCIATION**

JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

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PREAMBLE

THIS AGREEMENT, made on this 27th day of June, 2001, by and between the Sussex County Prosecutor's Office, hereinafter referred to as the "Prosecutor", and PBA LOCAL NO 138, hereinafter referred to as the "Association".

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

NOW THEREFORE, it is agreed as follows:

ARTICLE I – RECOGNITION

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

ACKNOWLEDGMENT OF STATUS AND RIGHTS

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

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

(Signature)

Witness: _____

Date: _____

ARTICLE II – EMPLOYEES’ RIGHTS

Pursuant to Chapter 303, Public Law 1968, the Prosecutor hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As an official exercising governmental power under the Laws of the State of New Jersey, the Prosecutor undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey, or of the Constitutions of New Jersey and of the United States.

The Prosecutor and Association further agree that they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Prosecutor or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE III – MANAGEMENT RIGHTS

Section 1: The Prosecutor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States including but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Office of the Prosecutor and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action, according to law;
- D. To promulgate rules and regulations, from time-to-time, which may effect the orderly and efficient administration of the Office of the Prosecutor. Proposed new rules or modifications of existing rules governing mandatorily negotiable subjects shall be negotiated with the majority representative before they are established.

Section 2: Nothing contained herein shall be construed to deny or restrict the Prosecutor of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11A or any other national, state, county, or local laws or ordinances.

ARTICLE IV – ASSOCIATION REPRESENTATIVES

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

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

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

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

ARTICLE V – HOURS OF WORK

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

Section 2. Employees scheduled by the Prosecutor to work in excess of their regular work day or week shall be compensated at the rate of one and one-half times their regular work day or week, in time or cash, at the employee's option. The employee must opt for compensatory time or cash payment at the time of the submission of the overtime document. Compensatory time may accumulate up to a maximum of seventy (70) hours.

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

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

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

ARTICLE VI – SALARIES

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

ARTICLE VII – OFF DUTY ACTION

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

ARTICLE VIII – LIABILITY INSURANCE

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

ARTICLE IX – PERSONNEL FILES

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

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

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

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

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

ARTICLE X – FUNERAL (BEREAVEMENT) LEAVE

Employees shall be entitled to up to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, child, parent, step-parent, step or foster child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild. Such leave is separate and distinct from any other leave time.

Should an employee need more bereavement time, it may be granted on a case by case basis and the employee may request to use either vacation time or sick leave.

ARTICLE XI – TRAVEL AND MEAL EXPENSES

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

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

Meals shall be reimbursed pursuant to the following schedule:

Breakfast	\$ 4.00
Lunch	\$ 6.00
Dinner	\$10.00

ARTICLE XII-AUTOMOBILES

Automobile Insurance:

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

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

ARTICLE XIII – MILITARY LEAVE

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

ARTICLE XIV – EVALUATION PROCEDURE

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

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

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

ARTICLE XV – OUTSIDE EMPLOYMENT

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

ARTICLE XVI – REASSIGNMENT OF WORK

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

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

ARTICLE XVII – TRAINING

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

ARTICLE XVIII – BULLETIN BOARD

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

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

ARTICLE XIX – GRIEVANCE PROCEDURE

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

Purpose: The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

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

STEP ONE

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

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

STEP TWO

An aggrieved employee shall institute action under the provisions hereof by submitting his/her grievance in writing within ten (10) calendar days after its occurrence or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence to the Association representative and with a copy to the Prosecutor and/or his designee. To be timely and effective, the written grievance must state in reasonable detail the underlying facts, the alleged violation and the remedies sought. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Detectives for the purpose of resolving the matter informally. Failure to file his/her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance. The Chief of Detectives shall render a written decision within ten (10) calendar days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP THREE

In the event a satisfactory settlement has not been reached with the Chief of Detective, the employee may appeal his/her grievance to the Prosecutor within ten (10) calendar days following receipt by the employee of the Chief of Detective's written decision or twenty (20) calendars days from the date of filing the complaint with the Chief of Detectives, should the Chief of Detectives fail to render such written decision within the time provided. Such appeal shall be in writing signed by the aggrieved employee and shall contain an explanation of the reasons for his dissatisfactions with the decision of the Chief of Detectives. The Prosecutor shall render a written decision within ten (10) calendar days from this receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure except for the grievances involving interpretation and application of the provisions of this Agreement.

STEP FOUR

Grievance affecting the interpretation and application of the provisions of this Agreement not settled through steps one, two and three may be referred to the Public Employment Relations Commission within ten (10) calendar days after the determination by the Prosecutor. An Arbitrator shall be selected pursuant to the rules of PERC, however, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Prosecutor.

ARBITRATION

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

Any matter for which a review is prescribed by law or any regulation or rule of the State's Attorney General, Prosecutor's Office or any matter which is beyond the scope according to law of the Prosecutor or limited to the action of the Prosecutor or his agents, is not subject to arbitration.

Dismissal is not grievable.

ARTICLE XX – AGENCY SHOP

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

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

Section 3: An employee shall have the right to demand a return of his/her representation fee pursuant to NJSA 34:13A5.6.

ARTICLE XXI – VACATIONS

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

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

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

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

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

Section 4: Employees shall submit requests for vacation times of five (5) consecutive work days or more to the Prosecutor or Prosecutor's designee in writing no later than four (4) weeks before his/her requested vacation, with first and second choices. The Prosecutor shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The Prosecutor should answer the request in writing no later than two (2) working days before the requested vacation leave. The Prosecutor shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Section 5: Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Prosecutor, unless the Prosecutor determines that it cannot be taken because of pressure of work, in which case a maximum of one year's allotment may be carried forward into the next year.

Section 6: Any employee whose service with the Prosecutor terminates shall have unused vacation time paid to him/her, or the employees legal representative in the event of his/her death.

ARTICLE XXII – HOLIDAYS

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

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

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

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

Section 3: An employee required by the Prosecutor to work on an observed holiday shall be paid one and one-half times his/her regular rate of pay for hours worked on that day.

ARTICLE XXIII – MEDICAL BENEFITS

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

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

A. Notwithstanding other provisions of this Article, the employer reserves the right to change its Health Benefit Program and Administrator so long as equivalent benefits are provided and that prior to such change the employer provides thirty (30) days notice to the Association for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges. At the time of notice of change to the Association, the employer will provide summary plan documents for State Health Benefit Plan and plan documents for the proposed new plan.

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

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

Section 4: The employer will pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for Blue

Cross/Blue Shield and Major Medical Insurance described in Section 1, provided such persons retire from the employer after twenty five (25) years or more of contributions to the NJ State Pension System and provided such retirees apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

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

ARTICLE XXIV – SICK LEAVE

Sick Leave Policy shall be as set forth in the Sussex County Employees Handbook, pages D 103 to D 110, adopted on July 28, 1999 and shall be effective upon execution of the Agreement.

WORKERS' COMPENSATION LEAVE

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

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

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

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

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

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

ARTICLE XXV – CLOTHING REIMBURSEMENT

Section 1: The Prosecutor agrees to provide new employees on their date of hire their initial uniform requirement, if any, and any and all equipment and accessories required by the Prosecutor.

Section 2: Prosecutor shall provide uniforms, equipment and accessories in accordance with the Prosecutor's specifications, heretofore signed by the parties and subject to change upon appropriate notice and discussion.

Section 3: The employee shall, at all times, maintain the uniform, if required, in a proper, neat manner.

Section 4: The Prosecutor agrees to replace any items provided by the Prosecutor which are damaged or destroyed in the line of duty as certified by the Prosecutor or its designee. All other replacements shall be the responsibility of the employee.

ARTICLE XXVI – EDUCATION BENEFIT

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

ARTICLE XXVII – LAYOFFS

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

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

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

ARTICLE XXVIII – SEVERANCE PAY

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

ARTICLE XXIX – NO WAIVER

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

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

ARTICLE XXX – NO STRIKE CLAUSE

Section 1: The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employees' duties of employment) work stoppage, slow down, walkout, or other job action against the Prosecutor. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2: In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Prosecutor to invoke any of the following alternatives:

1. Withdrawal of dues and deduction privileges;
2. Such activity shall be deemed grounds for termination of employment of such employee or employees.

Section 3: The Association will actively discourage, prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Prosecutor.

Section 4: Nothing contained in this Agreement shall be construed to limit or restrict the Prosecutor in its right to seek and obtain such judicial relief as it may be

entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

Section 5: The Prosecutor agrees that there shall be no lockout of employees during the term of the Agreement.

ARTICLE XXI – SAVINGS CLAUSE

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

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

ARTICLE XXXII – DURATION

This Agreement shall be effective as of January 1, 2001 and shall continue in full force and effect until December 31, 2004 or until a new contract is executed.

ARTICLE XXXIII – LONGEVITY

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

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

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

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

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

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

ARTICLE XXXIV – PERSONAL LEAVE

As per the Personal Leave Policy shall be as set forth in the Sussex County Employee's Handbook, page D 112, adopted July 28, 1999 and shall be effective upon execution of this Agreement.

APPENDIX A
SUSSEX COUNTY/PBA LOCAL 138
SALARY SCHEDULE 2001-2004

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
<u>Detective</u>					
Accetta	\$29,850	\$36,000	\$38,000	\$40,000	\$42,000
Unhoch	\$29,706	\$34,000	\$36,000	\$38,000	\$40,000
Stephens	\$33,400	\$36,000	\$38,000	\$40,000	\$42,000
Shippo	\$28,840	\$32,000	\$34,000	\$36,000	\$38,000
Williams	\$28,840	\$30,000	\$32,000	\$34,000	\$36,000
<u>Detective II</u>					
Reynolds	\$45,282	\$47,000	\$48,000	\$49,000	\$51,500
DeLisa	\$40,226	\$45,000	\$46,500	\$49,000	\$51,500
Peter	\$35,069	\$45,000	\$46,500	\$49,000	\$51,500
<u>Detective I</u>					
Jentzen	\$51,494	\$55,000	\$56,500	\$59,000	\$61,500
Sandage	\$53,600	\$55,000	\$56,500	\$59,000	\$61,500

Detective Salary Guide

\$25,000	Pre-Academy
\$30,000	Post-Academy
\$32,000	Step 1
\$34,000	Step 2
\$36,000	Step 3
\$38,000	Step 4
\$40,000	Step 5
\$42,000	Step 6
\$44,000	Step 7
\$46,000	Step 8

Employees shall advance to the next step on January 1 of each succeeding year.

IN WITNESS WHEREOF, the parties hereto have by their duty authorized representative and officers executed this Agreement on this 27th day of June, 2001.

SUSSEX COUNTY PROSECUTOR

Dolores M. Blackburn

Dolores M. Blackburn

PBA LOCAL 138,

PROSECUTOR'S ASSOCIATION

Thomas Accetta

Thomas Accetta

Ingrid DeLisa

Ingrid DeLisa

Donald Peter

Donald Peter

Nadine Sandage

Nadine Sandage

Elaine A. Morgan

Elaine A. Morgan

Clerk of the Freeholder Board

THE COUNTY OF SUSSEX

By: Charles Kuperus

Charles Kuperus

Freeholder Director