

A G R E E M E N T

BETWEEN

THE MORRIS COUNTY PROSECUTOR'S OFFICE

AND

MORRIS COUNTY PROSECUTOR'S OFFICE
SUPERIOR OFFICERS ASSOCIATION

January 1, 1992 through December 31, 1995

W. MICHAEL MURPHY, JR.
MORRIS COUNTY PROSECUTOR

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THIS AGREEMENT, made this 12th day of JANUARY 1993,4 by
and between the Morris County Prosecutor, hereinafter referred to as the
"Employer" and Morris County Prosecutor's Office Superior Officers
Association, hereinafter referred to as the "Association";

WHEREAS, the Employer and the Association recognizes that it will
be to the benefit of both parties to promote mutual understanding and foster
an 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 AND SCOPE

Section 1:

The Employer hereby recognizes the Association as the sole and exclusive representative of all full-time, permanent employees under this Agreement for the purpose of collective negotiations, pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A.1, et seq.) concerning salary, hours and all other negotiable terms and conditions of employment in the negotiating unit described below:

All officers holding the Civil Service rank of "Lieutenant of County Detectives, Lieutenant of County Investigators, Sergeant of County Detectives and Sergeant of County Investigators." Effective January 1, 1994 the rank of "Captain of County Detectives" and "Captain of County Investigators" shall be included.

All position titles not enumerated above are hereby excluded from the negotiating unit, except any new position title created hereafter of equal rank shall be included in said unit.

Section 2:

Unless otherwise indicated, the terms, "employee" or "employer", when used in the Agreement, refer to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE II - MANAGEMENT RIGHTS

Except as modified, altered or amended by the within Agreement, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, promote, direct and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force; to hire and terminate employees; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; and in all respects, to carry out the ordinary and customary functions of management, including the establishment of such operations and rules as he shall deem advisable.

ARTICLE III - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of his agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, sex or national origin.

ARTICLE IV - COLLECTIVE NEGOTIATIONS PROCEDURE

*P. 126
507*

Section 1:

Collective negotiations concerning salary, hours and all or other negotiable terms and conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Morris County Prosecutor, and/or his designees, and the spokesman of the Association and/or his designees, shall be respective negotiating agents for the parties.

Section 2:

Collective negotiating meetings shall be held at the request of either party at mutually convenient times and places.

Section 3:

Employees of the County who may be designated by the Association to participate in meetings scheduled for the purpose of the negotiation of a collective negotiation agreement will be excused from work assignments without loss of pay.

Section 4:

Ordinarily, not more than three (3) representatives of each party, plus legal counsel, shall participate in collective negotiations meetings. If both the Association and the Employer agree, all members of the Association may meet with the Prosecutor, or his designee, and his representative.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1:

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used:

Section 2:

For the purpose of this Agreement, the term, "grievance", means any complaint, difference or dispute between the Employer and any employee or representative of employees with respect to the interpretation, application or violation of any of the provisions of this Agreement and shall provide means by which employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them, or any matter affecting or impacting upon an employee's safety.

Section 3:

The procedure for settlement or grievances shall be as follows:

STEP ONE

Within ten (10) calendar days of the date of alleged incident, the grievant shall present his grievance in writing to his immediate superior officer. The superior officer shall render a decision within three (3) working days after the grievance was presented to him.

STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within ten (10) working days after receipt of the decision in Step One, the grievance shall be presented in writing to the Chief of County Investigations. The Chief shall render a decision within three (3) working days after the grievance was presented to him. Failure to file at either Step One or Step Two within the time limits will constitute an abandonment of the grievance. In the absence of a Chief of County Investigations, the grievance shall be presented to the Deputy Chief. In the absence of a Deputy Chief, the grievance shall be presented directly to the Chief of County Investigations.

STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievant shall present his grievance to the Association Grievance Committee. The Association Grievance Committee shall be composed of three duly appointed members of the Superior Officers Association. The Association Grievance Committee determines by a majority vote that the grievance has merit. Then, within five (5) working days, the grievance shall be presented in writing to the Office of the Morris County Prosecutor. The Prosecutor and/or his designee shall render a decision within seven (7) working days after the grievance was first presented to him. In the absence of the Prosecutor, the grievance shall be presented to the person in charge of the Prosecutor's Office for determination.

ARBITRATION

- (1) If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by both parties.
- (2) The Arbitrator shall have no authority to add nor to subtract from the Agreement.
- (3) It is the intent of the parties that no matter in dispute which is subject to the review and/or decision of the Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept nor decide any matter in dispute that is subject to Civil Service Commission review and decision.
- (4) Employees covered by this Agreement shall have the right to process their own grievances, with or without an Association representative.
- (5) Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
- (6) A failure to respond at any step to a grievance presented shall be deemed a denial of the grievance at that step.

ARTICLE VI - VACATION

Section 1:

Effective January 1, 1992 all employees covered by this Agreement shall be entitled to twenty (20) vacation days leave each calendar year.

Section 2:

The vacation period for employees shall begin January 1st each year and continue in effect until December 31st of such year. Annual leave shall be taken subject to the needs of the service during the current vacation period.

Section 3:

In any vacation period, annual vacation, or any portion thereof which is not taken or granted by reason of the pressure of work shall be granted pursuant to the County's policy for accumulation of vacation.

Section 4:

Annual vacation shall be granted only with prior approval of the Supervisor and Department Head who may require six (6) weeks prior notice of an extended vacation. In scheduling vacation, management will consider the seniority of employees involved and the orderly flow of work within the work unit.

Section 5:

An employee who, during the calendar year, returns from a continuous period of absence of more than six (6) months due to disability, leave of absence or lay-off, shall not be eligible for a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight (8) days or

more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation therefor.

Section 6:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the prorated basis of vacation for each month of actual service. An employee who had, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled. Vacation shall be prorated in accordance with the schedule above.

ARTICLE VII - HOLIDAYS

Section 1:

Employees shall be granted the following paid holidays:

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

In addition, at the discretion of the Employer, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2:

To be eligible for a paid holiday, an employee must have worked the last regularly scheduled hours on the day before and after the holiday, unless on authorized leave.

Section 3:

Whenever any of the holidays enumerate above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 4:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

ARTICLE VIII - SICK LEAVE

Section 1:

Sick leave is hereby defined to mean absence from post or duty by an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means: father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of the said year, and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with fifteen (15) days of sick leave annually, which is cumulative, for each succeeding calendar year of full-time employment.

Section 3:

Notice of absence is required as follows: Each employee is required to notify his supervisor at least one-half hour before the starting time on each day of absence. Should the employee be unable to reach the supervisor, then the Prosecutor or his designee should be notified. It is recognized that there may be instances when it is impractical or impossible

to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case, it shall be sufficient that the employee's family notify the supervisor or the Prosecutor or his designee giving the reason for the absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirement of notice shall be enforced.

Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action.

Section 4: Verification of Sick Leave

(a) An employee who has been absent on sick leave for five or more consecutive work days may be required to submit medical evidence to the Prosecutor substantiating the illness in form and sufficiency acceptable to the Prosecutor.

Pursuant thereto, the Prosecutor may require an employee who has been absent because of personal illness for five or more consecutive work days to be examined by a physician designated by the Prosecutor at the expense of the Prosecutor's Office. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.

1. An employee who has been absent on sick leave for period totaling more than fifteen (15) days in one calendar year, consisting of periods of less than five days, shall have his or her sick leave record reviewed by the Prosecutor and thereafter may be required to submit to the Prosecutor medical evidence acceptable to him for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
2. The Prosecutor may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

Section 5:

An employee who retires shall be reimbursed for accumulated sick time based on one day's pay for each two days accumulated sick time.

Retirement will be deemed to have taken place when an employee receives State Pension Benefits, County Pension Benefits or Social Security Benefits.

Section 6:

In case of death of any Superior Officer with fifteen (15) years continuous service during the course of employment in the Morris County Prosecutor's Office, his/her spouse or designated heirs will receive, in addition to present allowances, compensation for accrued sick time, the same as if that individual had retired from the office. This modification only applies to the death of an Association member while he/she is an employee of the County of Morris and does not apply to leaving or termination of employment for any other reasons other than retirement.

ARTICLE IX - HOSPITAL AND MEDICAL/SURGICAL INSURANCE

Section 1:

Effective January 1, 1994, or as soon as practicable thereafter, eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

- 1) Medallion Plan
- 2) Base Hospital, Wrap Around, Major Medical Plan
(Employer's Medical Insurance Plan)
- 3) The HMO option.

Effective January 1, 1994 and continuing thereafter, employees choosing the Medallion Plan implemented by the County on July 1, 1988, shall have deducted from each paycheck an amount equal to the annual equivalent of four hundred (\$400.00) dollars.

Any employee who is currently covered by the Medallion Plan and enrolls in the Employer's Medical Plan or the HMO option shall not be permitted to be enrolled back in to the Medallion Plan, unless there has been a change in the employee's spousal medical coverage or a change in the employee's family status.

Pre-admission review and individual case management programs will continue to be implemented for the duration of this agreement.

Section 2:

The \$2.00 Co-Pay Prescription Drug Plan shall remain in effect through December 31, 1993. Effective January 1, 1994 the Co-Pay Prescription Drug Plan for employees and their eligible dependents shall be:

- \$3.00 for Generic Drugs
- \$6.00 for Brand Name Drugs

Section 3

The Medical Insurance Plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

Section 4

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above the \$118 in the dental premium charged by the authorized carrier during the term of this agreement shall be equally shared by the employer and the employee. The provided benefit plan will include an option for the employee to elect dependant coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependant coverage shall be paid by the employee. The employee's contribution shall be deducted in equal periodic amounts from their paychecks.

Section 5

The County shall assume the entire cost of health and hospital benefit insurance coverage (Blue Cross/Blue Shield 750 Series or it's equivalent) for employees covered by this collective bargaining agreement who retire, as permitted by N.J.S.A. 40A:10-23.

In order to receive this benefit, said retiree must have been:

- 1) Retired on a disability pension; or
- 2) been employed by the County for twenty-five (25) continuous years or more of service at the time of retirement; or
- 3) at the time of retirement, reached age 62 or older and been employed by the County for at least fifteen (15) continuous years.

Each retiree and his/her eligible dependants shall receive this benefit provided they annually advise the County of all other health and hospital coverage under which they are covered through any other source.

Section 6

Effective January 1, 1994, the employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending benefits account, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependant care expenses.

Section 7

It is understood and agreed that subsequent to the initial selection of the insurance carrier, the County retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes, the level of benefits shall remain substantially the same.

Section 8

All employees covered by this agreement must regularly work thirty-two (32) hours each week to be eligible for health benefits defined under Article IX of this agreement.

ARTICLE X - GROUP LIFE INSURANCE

With reference to the Police and Firemen's Retirement System, all the rules and regulations as set forth therein and interpreted thereunder shall apply for both signators to this contract, and all appropriate withdrawals and payments shall be made thereto to effectuate the intent and purpose of said statute.

ARTICLE XI - PENSIONS

Section 1:

The Employer shall provide pension and retirement benefits to employees covered by this Agreement, pursuant to the provisions of the statutes and laws of the State of New Jersey.

Section 2:

The Association reserves the right to reopen negotiations during the life of this Agreement on a pension and/or retirement program in the event of a statutory change in pension or retirement programs applicable to the employee.

ARTICLE XII - PERSONAL LEAVE

Section 1: Military Leave

Military Leave shall be provided pursuant to the Morris County Employee Handbook section concerning "Military Leave", as well as the County of Morris Policy and Procedure outlining Military Duty, Policy Number 1:3.05, and said parts are hereby incorporated herein by reference.

Section 2: Convention Leave

The Employer agrees to provide time off without loss of pay to the members of the Association selected by its membership as a delegate (one delegate) and one alternate delegate to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. Leave will be granted pursuant to the provisions of N.J.S.A. 11:26C-4. Attendance at other conventions and/or seminars shall be at the discretion of and authorized by the Prosecutor or his designee.

Section 3: Other Leaves

Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the Prosecutor. For a leave without pay, the employee shall submit a written request to his supervisor at least thirty (30) days in advance, stating the reason for the request and the time required, except in emergency circumstances. This request will be forwarded to the Prosecutor and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: Administrative Days

Each employee shall be entitled to an allowance of three work days' leave upon written request to, and the approval of his/her Department Head for the following reasons:

- (a) Court Subpoena.
- (b) Marriage of Employee.
- (c) Personal business which cannot be attended to outside of work hours.
- (d) Established Religious Days.

Section 5: Bereavement Days

In the case of the death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparent or grandchild, there shall be permitted bereavement leave of three (3) working days.

In the event of the death of an uncle, aunt, niece, nephew, cousin, sister-in-law, brother-in-law, there shall be bereavement leave of one (1) working day.

ARTICLE XIII - CLOTHING REPLACEMENT

If any employee's clothing is torn or otherwise damaged in the line of duty, said clothing shall be replaced at County expense after presentation of an appropriate voucher and receipt for replacement of said clothing.

ARTICLE XIV - WORK DAYS AND WORK WEEK

Section 1: Work Days

A regular work day shall consist of seven hours of work plus a lunch period.

Section 2: Work Week

A normal work week shall constitute five work days totaling thirty-five (35) hours.

Section 3: Additional Hours Worked

Effective January 1, 1992 and for the duration of this agreement, the Sergeants will receive a lump sum in lieu of overtime of \$1,000 for non-tactical unit Sergeants and \$3,000 for tactical unit Sergeants. The Lieutenants will receive a lump sum of \$1,500 per year in lieu of overtime.

Payment of the lump sum shall be made in two parts annually. One half of the lump sum shall be paid during the month of July and the other half shall be paid during the month of December.

ARTICLE XV - SALARIES

Section 1:

The base annual wages for employees covered by this Agreement shall be set forth below. Promotional pay shall commence on the day of appointment to the rate set forth in the following salary scale:

EFFECTIVE JANUARY 1, 1992 (3.75% Increase)

<u>SERGEANTS</u>	<u>LIEUTENANTS</u>
\$57,121	\$65,033

EFFECTIVE JANUARY 1, 1993 (3.75% Increase)

<u>SERGEANTS</u>	<u>LIEUTENANTS</u>
\$59,263	\$67,472

EFFECTIVE JANUARY 1, 1994 (3.75% Increase)

<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
\$61,485	\$70,002	\$74,700


EFFECTIVE JANUARY 1, 1995 (3.75% Increase)

<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
\$63,791	\$72,627	\$77,501

Section 2

Effective January 1, 1994 and thereafter each employee covered by this agreement and promoted shall be subject to the following salary guide:

- (a) From the date of promotion to the first anniversary date of that promotion, that Lieutenant or Sergeant shall be paid \$3,000.00 less in base salary than the highest paid employee in that rank.
- (b) From the first anniversary date to the second anniversary date of the promotion, that Lieutenant or Sergeant shall be paid \$2,000.00 in base salary less than the highest paid employee in that rank.

- 
- (c) From the second anniversary date to the third anniversary date of the promotion, that Lieutenant or Sergeant shall be paid \$1,000.00 in base salary less that the highest paid employee in that rank.
- (d) From the third anniversary date of the promotion and thereafter, that Lieutenant or Sergeant shall be paid the equivalent base salary of the highest paid employee in that rank.

ARTICLE XVI - STORM DAYS AND EMERGENCIES

Section 1:

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting as an absence due to illness.

Section 2:

In the event of extreme weather conditions due to a storm necessitating the closing of County offices (in the Courthouse and Hall of Records), announcement of closing of such offices shall be made over radio stations WRAN, WDHA and WMTR from 6:30 a.m. to 8:00 a.m. on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather shall be without penalty.

ARTICLE XVII - MAINTENANCE OF STANDARDS

Section 1:

The Employer agrees that all benefits, terms and conditions of employment relating to the status of unit members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiated between the parties leading to the execution of this Agreement.

ARTICLE XVIII - PERSONNEL FILES

Section 1:

A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Prosecutor.

Section 2:

Any member of the bargaining unit may review his personnel file upon request, but a request for review must be made to the Prosecutor or his designee. The Prosecutor or his designee must be present while the employee reviews his file.

Section 3:

Whenever a written complaint concerning employee herein or his actions is to be placed in a personnel file, a copy shall be made available to the employee; and he shall be given the opportunity to rebut it if he so desires and shall be permitted to place said rebuttal in his file.

Section 4:

All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the employee's permission.

Section 5:

An employee shall be entitled to photocopies of any portion of his file upon request.

Section 6:

Phone numbers and addresses of members of the unit shall be confidential and shall not be kept in view of the public. No one shall

be permitted to disclose telephone numbers of the employees to anyone not in the Prosecutor's Office or the Sheriff's Communication Center.

ARTICLE XIX - WORK INCURRED INJURY

Section 1:

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay for a period of time not to exceed one year from the date of the work-connected injury or disability. During this period of time, all necessary disability benefits accruing under the provisions of the Workman's Compensation Act shall be paid over to the Employer.

Section 2:

The employee shall be required to present evidence by certificate from a responsible physician that he is unable to work. The Prosecutor may require the said employee to be examined at the expense of the Prosecutor's Office by a physician designated by the Prosecutor.

Section 3:

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Prosecutor, or by the County's insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workman's Compensation or by the final decision of the last reviewing court which shall be binding upon the parties.

Section 4:

For the purpose of this Article, injury or illness incurred while the employee is acting in any Employer-authorized activity shall be considered in the line of duty.

Section 5:

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workman's Compensation Judgment or, if there is an appeal therefrom, the final decision of the law review court.

Section 6:

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XX - GENERAL PROVISIONS

Section 1:

This Agreement constitutes the complete and final understanding and resolution of the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

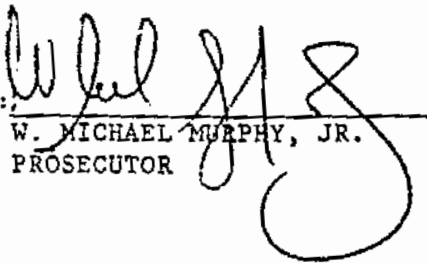
If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI - DURATION

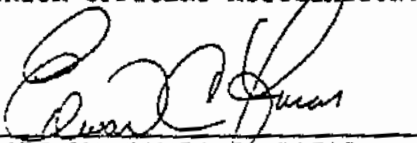
This Agreement shall be in full force and effect as of the 1st day of January 1992, and shall remain in full force and effect through the 31st day of December, 1995, or until the execution of a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands
and seals the day and year first above written.

THE MORRIS COUNTY
PROSECUTOR'S OFFICE

By: 
W. MICHAEL MURPHY, JR.
PROSECUTOR

MORRIS COUNTY PROSECUTOR'S
SUPERIOR OFFICERS ASSOCIATION:

By: 
CAPTAIN EDWARD D. FACAS

By: 
LIEUTENANT MARK PRACH

RECEIVED
MORRIS COUNTY PROSECUTOR'S OFFICE