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AGREEMENT

By And Between

**THE OFFICE OF THE
SUSSEX COUNTY PROSECUTOR**

AND

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

JANUARY 1, 1993 through DECEMBER 31, 1995

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SUSSEX COUNTY JAIL

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PREAMBLE

THIS AGREEMENT, made on this 17 day of Feb, 1994,
by and between THE OFFICE OF THE SUSSEX COUNTY PROSECUTOR,
hereinafter referred to as the "Employer," and PBA LOCAL NO. 138,
hereinafter referred to as the "Association".

WHEREAS, the Employer 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 Office of the Sussex County Prosecutor recognizes 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 Office investigators, while remaining County Investigators, are nominally designated Prosecutors Detectives for identification purposes. (Acknowledgments attached.)

ACKNOWLEDGEMENT OF STATUS AND RIGHTS

I, _____, hereby acknowledge
(Please print)

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 N.J.S.A. 2A:157-10, I will still 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 N.J.S.A. 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 N.J.S.A. 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 Civil Service 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 Laws 1968, the Employer 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 Employer 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 the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his 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

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, 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; discharge Employees at will; 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 duties of County Prosecutor, including the establishment of such operational rules as it shall deem advisable.

ARTICLE IV - ASSOCIATION REPRESENTATIVES

The Employer 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 Employer in writing the names of the representatives and the alternates and notify the Employer 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 representative 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 Employer 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 rate of pay for all hours worked in excess of 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 1/2 hour past his 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 his designee, to respond to an emergent situation. However, an employee performing work on a day off or at a time not contiguous to his 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 his regular work day shall be compensated at the rate of \$20 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 per day. Employees ordered to be on standby must maintain a physical presence at a designated location and be available for immediate response.

In addition, the following shall be established with the accompanying compensation: INVESTIGATOR II - (formerly Senior Investigator) - Upon promotion a salary increase in the amount of \$1,500. INVESTIGATOR I - The promotional position of Investigator I shall be established with the following minimum and maximum salaries. A 5% salary increase when the range accompanies the promotion.

	1991	1992	1993
Minimum	\$42,500	\$44,000	\$45,500
Maximum	\$43,500	\$45,000	\$46,500

To be eligible for the 1993 wage increase, an employee must have been the employe of the County on December 31, 1992 and in the employe of the County on the date of the agreement. However, in no instance shall any employee be paid less than the new minimum of the salary range.

This provision shall apply to any employee who terminated for reason other than retirement prior to the date of this agreement.

Any employee who retired prior to the date of this agreement shall be granted pro rata salary increases for the time worked.

The estate of a deceased employee who died prior to the date of this agreement shall receive the employee's pro rata salary increases for the time worked.

ARTICLE VI - SALARIES

Section 1. Effective January 1, 1993, salaries shall be increased by 5%.

Section 2. Effective January 1, 1994, salaries shall be increased by 4%.

Section 3. Effective February 22, 1995, salaries shall be increased by 3%.

In addition, the following discretionary promotional positions shall be established with the accompanying remuneration:

INVESTIGATOR II: (formerly Senior Investigator) - Upon promotion a salary increase in the amount of \$1,500.

INVESTIGATOR I: The promotional position of Investigator I shall be established with the following minimum and maximum salaries. A 5% salary increase within the range accompanies the promotion.

1993		1994		1995	
Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
\$42,500	\$42,500	\$42,500	\$44,200	\$42,500	\$45,526

To be eligible for the 1993 wage increase, an employee must have been the employ of the County on December 31, 1992 and in the employ of the County on the date of the agreement. However, in no instance shall any employee be paid less than the new minimum of the salary range.

This provision shall apply to any employee who terminated for reason other than retirement prior to the date of this Agreement.

Any employee, who retired prior to the date of this Agreement, shall be granted pro rata salary increases for the time worked.

The estate of a deceased employee who died prior to the date of this Agreement shall receive the employee's pro rata salary increase for the time worked.

ARTICLE VII - OFF DUTY ACTION

All Investigative personnel covered by this Agreement who take any police action concerning criminal activity during his or 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 or her action by their immediate supervisor.

ARTICLE VIII - LIABILITY INSURANCE

The Employer 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 office of the Prosecutor. 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 his appointment for review must be made through the Prosecutor or his designated representative.

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

Employees shall be entitled 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, children, mother, father, step-parent, step or foster children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employee's household.

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 Employer expense (not to exceed the reasonable prevailing rate) if the assignment, including travel time, shall exceed twelve (12) hours in a twenty-four period.

Meals shall be reimbursed pursuant to the following schedule:

Breakfast	\$4.00
Lunch	\$5.00
Dinner	\$10.00

ARTICLE XII - AUTOMOBILES

Employer Automobile Insurance

Section 1: The Employer 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 Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission of the prosecutor.

Section 2: Employees who do not hold a valid and current drivers' 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 personnel file.

Each employee shall have the right to respond and/or comment in writing with respect to his 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 Detective.

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

ARTICLE XVII - TRAINING

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

ARTICLE XVIII - BULLETIN BOARD

The Employer 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

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement which results in some type of formal official action.

The procedure for settlement of grievances shall be as follows:

A. STEP ONE - In the event that an employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to his/her supervisor.

B. STEP TWO - If the Association wishes to appeal the decision reached at Step One, it shall be presented in writing to the Prosecutor or his designated representative within ten (10) working days. This presentation shall include copies of all previous documentation relating to the matter in dispute. The Prosecutor or his designated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

(1) Employees covered by this Agreement shall have the right to process their own grievance without representative.

settlement of grievance relating with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policy, agreement or administrative decision affecting any employee(s) covered by this Agreement which results in some type of formal official action.

The procedure for settlement of grievances shall be as follows:

A. STEP ONE - In the event that an employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to his/her supervisor.

B. STEP TWO - If the Association wishes to appeal the decision reached at Step One, it shall be presented in writing to the Precursor or his designated representative within ten (10) working days. This presentation shall include copies of all previous documentation relating to the matter in dispute. The Precursor or his designated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

ARTICLE XX - AGENCY SHOP

Section 1. Any permanent employees in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent 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 union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union 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 Union and the Employer.

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

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 his 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. Then 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 employee's 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
Lincoln's Birthday
Good Friday
Independence Day
Columbus Day
Veteran's Day
Christmas Day

Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Labor Day
Election Day
Thanksgiving 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.

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:

A: Insurance under the New Jersey State Health Benefits Program.

B: \$5.00 co-pay prescription program.

C: Dental Program I-B as outlined by the New Jersey Dental Service 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 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 N.J. 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

A. Section 1: All employees shall be granted sick leave based upon the following from date of last hire:

1 1/4 days per month in the first year of service, then 15 days per calendar year thereafter

Section 2: All unused sick leave may be accumulated from year to year.

Section 3: Employees absent from work on sick leave shall submit themselves to a physical examination monthly by the Employer Physician, who shall make a report to the Prosecutor as to said employee's ability to return to work. If the Employer Physician should determine that the employee could return to work, but is not qualified to perform his/her regular duties, then the Prosecutor shall determine if the employee may return to work and to what duties.

Section 4: The parties agree to adhere to New Jersey Department of Personnel Rules regarding sick time.

Section 5: An employee upon retiring shall be paid for one-half of the unused sick leave accumulated up to a maximum of \$15,000.00. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement.

An employee whose employment with the Prosecutor is terminated in good standing for reasons other than retirement, shall be paid for accumulated unused sick leave based upon the following schedule:

Upon completion of 5 thru 10 years of service - 1/8 up to \$15,000.00.

Upon completion of 11 thru 20 years of service - 1/4 up to \$15,000.00.

Upon completion of 21 years or more - 1/2 up to \$15,000.00.

ARTICLE XXV - WORKERS' COMPENSATION (JOB RELATED INJURY)

Section 1: The Employer agrees to provide Workers' Compensation Insurance as determined by the County of Sussex. All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance from the County.

Section 2: Regardless of the nature or severity, all job related injuries and/or illnesses shall be reported on an "Accident Report" form within 24 hours. This "Accident Report" must be signed by the Supervisor in charge and forwarded to the County's Division of Central Personnel. If the injury requires medical attention, the employee shall obtain medical attention from the list of physicians approved by the County's insurance carrier. Such list shall be posted on employees' bulletin boards and/or maintained by the County's Division of Central Personnel. If the employee's life is threatened or further injury is possible, obtain immediate emergency care. Thereafter, the employee is required to visit one of the physicians approved by the County's insurance carrier above as soon as possible after the emergency. Failure to follow this procedure may result in ineligibility for workers' compensation benefits.

Employees must advise the doctor and/or hospital that the injury is work related and forward all bills to the County's Division of Central Personnel. DO NOT USE HEALTH BENEFITS OR PRESCRIPTION CARDS FOR A JOB RELATED INJURY.

Section 3: If unable to return to work, the employee is required to provide the Supervisor and/or County with acceptable

medical evidence. Acceptable medical evidence shall include a written document or note, in English, legible, that "excuses the employee from work" and indicates the anticipated date of return, if possible. When the physician has determined the employee is able to return to work, the employee shall provide the proper form, known as the County's "Return to Work Notice" indicating whether the employee can return to full duty and when. Such form shall be provided to the County and/or supervisor prior to return to work. Should the physician indicate job limitation, the Prosecutor shall determine, in writing, whether such limitations will interfere with the essential functions of the job and indicate approval or disapproval for return to work.

Section 4: Should the employee be unable to work, salary supplement benefits shall be provided as follows:

a) The first five (5) working days of Workers' Compensation Leave shall be paid at the employee's regular base salary. Leave shall not be charged against the employee's sick leave, vacation leave, or personal leave, or any other benefit leave time accrued.

b) Should the employee be unable to return to full duty after those five (5) days, the salary supplement shall be provided by the insurance carrier. The salary supplement shall be as prescribed by law, i.e. 70% of the employee's gross regular wages up to the maximum of the State-wide average. If the insurance carrier determines the employee is eligible for salary supplement Workers' Compensation retroactive to the first day of absence, the employee shall reimburse the County for the five (5) days originally paid by the County.

c) The time spent on Workers' Compensation Leave shall not be charged against the employee's accrued sick leave, vacation leave, or personal leave, but said employee shall be paid for any holiday by the County for any holiday which may occur during the Workers' Compensation Leave.

Section 5: Eligibility for workers' compensation benefits

is determined solely by the insurance carrier based on medical evidence in accordance with law. The injury or illness is eligible if it occurs on the work premises, i.e., the physical area of operation, including buildings, grounds and parking areas. An injury occurring off the work premises may be eligible only when the employee is engaged in authorized work activity or travel between work stations. To be eligible for workers' compensation benefits, the accident must occur during normal work hours or approved overtime. An injury may not be eligible if it is established that the employee was grossly negligent, including those injuries arising from impairment due to alcohol or drug abuse.

Section 6: Should a dispute arise between the employee's

personal physician and the insurance carrier's physician on the employee's ability to return to work, the personal physician shall provide medical evidence as described above and the employee will be eligible for accrued sick leave, vacation leave, personal leave, or Leave of Absence without pay, until the dispute is resolved.

Section 7: During the time that the employee is receiving workers' compensation salary supplement, 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 insurance (except employee's share of HMO's premiums), excepting however, if the employee fails to reimburse the County for

contributory insurance. This section is for informational purposes only since these benefits are provided in accordance with State Division of Pensions and Benefits regulations.

ARTICLE XXVA- CLOTHING REIMBURSEMENT

Reimbursement for damaged clothing shall be made at the discretion of the Prosecutor. The Employer will provide Employees with any specialized clothing as needed.

ARTICLE XXVI - EDUCATION BENEFIT

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

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

01. 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 assures and pledges that its goals and purposes are such that neither it nor its members condone strikes or threats thereof by public employees, or work stoppages, slowdowns, job actions, sick-outs or any other such actions which would interfere with service to the public or violate the Constitution and the Laws of the State of New Jersey; and the Association and its members agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same; and neither the Association nor its members will support anyone acting contrary to this provision.

Section 2. The Prosecutor agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE XXXI - 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 Employer 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, 1993 and shall continue in full force and effect until December 31, 1995, 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 and permanent. 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 contributions 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 the New Jersey State Division of Pensions Regulations shall receive pro rata longevity based upon the actual number of months worked.

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

ARTICLE XXXIV - PERSONAL LEAVE

Full time employees receive three personal leave days per year for personal business. New employees starting after January 1 shall receive pro rata allotment. Personal leave may be taken as either a full day or half day.

An employee must give at least 24 hours notice, where possible, before requesting a personal day. The Supervisor may deny the use of a personal day for a valid reason.

Personal leave is not accumulated from year to year. A terminating employee shall not be paid personal leave. An employee who has used more personal leave than he/she is entitled shall have an amount equal to the excess used deducted from his/her last paycheck.

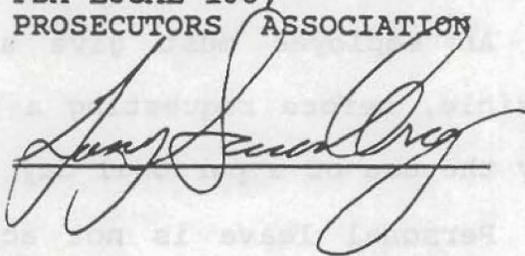
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representative and officers executed this Agreement on the 17TH day of FEBRUARY, 1994.

PROSECUTOR OF SUSSEX COUNTY

PBA LOCAL 138
PROSECUTORS ASSOCIATION



A handwritten signature in black ink, consisting of a stylized, cursive 'G' followed by a horizontal line.



A handwritten signature in black ink, consisting of a stylized, cursive signature followed by a horizontal line.