12/29/14

AGREEMENT

BETWEEN

THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS/THE PROSECUTOR OF GLOUCESTER COUNTY

AND

THE SUPERIOR OFFICERS PBA LOCAL #122

JANUARY 1, 2015 THROUGH DECEMBER 31, 2019

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ARTICLE I
RECOGNITION

The County of Gloucester recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive majority representative for the purpose of collective negotiations regarding terms and conditions of employment of the salaried and sworn personnel, excluding Investigators/Detectives and all other employees of the Gloucester County Prosecutor's Office of the County of Gloucester. References to males shall include females.

ARTICLE II
AGENCY SHOP

A. The County agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.

B. The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective

negotiations and contract administration, and to secure for the Employees it represents, advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

E. Prior to January 1st and January 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, and to all Employees within the unit, of the fair share fee for services enumerated above.

F. The Association shall establish and maintain any procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

H. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all Employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the County after it had satisfied itself that the Association is a proper majority representative.

ARTICLE III
GRIEVANCE PROCEDURE

1. Definitions

A. **Grievance** – an allegation by an Employee that a specific provision of this Agreement has been violated.

B. **Employee** – any member of this bargaining unit.

C. **Employer** – the Prosecutor of the County of Gloucester.

2. Purpose

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions 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.

B. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of P.B.A. Local #122.

3. Presentation

The majority representative or its designee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of P.B.A. Local #122 to appear with him/her in accordance with the following steps:

STEP I – the majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the

grievance. The Chief shall render a written decision within ten (10) days after receipt of the grievance.

STEP II – In the event a satisfactory settlement has not been reached through Step I procedures, the Employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) calendar days following the receipt of the decision at Step I.

STEP III – In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or P.B.A. Local #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted.

C. The cost for the services of the Arbitrator shall be borne equally by the County of Gloucester and P.B.A. Local #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

D. The Arbitrator's decision shall be final and binding on both parties.

The time limits specified in the grievance procedure shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties in writing.

ARTICLE IV
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 observing demotional rights established by the Department of Personnel procedures; to introduce new or improved methods of facilities regardless of whether or not the same causes a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE V
WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

ARTICLE VI
WORK CONTINUITY

P.B.A. Local #122 agrees that, for the life of this contract, there shall be no strike, slow down, sick out, or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the Employee to engage in such prohibited activities.

ARTICLE VII
RATES OF PAY

The pay scale for the Employees covered by this Agreement shall be set forth as follows:

Salary Guide
For Employees Hired Prior to January 1, 2014

Title	2015 2% Inc.	2016 2% Inc.	2017 2% Inc.	2018 2% Inc.	2019 2% Inc.
Sergeants	$113,865	$116,142	$118,465	$120,834	$123,251
Lieutenants	$124,785	$127,281	$129,826	$132,423	$135,071
Captains	$127,785	$130,531	$133,326	$136,173	$139,071

For Employees Hired After January 1, 2014

Title	2015 2% Inc.	2016 2% Inc.	2017 2% Inc.	2018 2% Inc.	2019 2% Inc.
Sergeants	$109,309	$111,495	$113,725	$115,999	$118,319
Lieutenants	$119,792	$122,188	$124,632	$127,125	$129,667
Captains	$123,872	$126,350	$128,877	$131,454	$134,083

Rates of compensation provided for in these regulations are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service, or if the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position (unless otherwise stated above), shall be proportionately reduced in computing the rate of compensation payable for part time service.

All monies shall be retroactive to January 1, 2015. A concerted effort will be made by the County of Gloucester to award all monies owed retroactively to be paid as soon as possible following the signing of this agreement. Only employees who retire between January 1, 2015

and the signing of this Agreement are eligible for the retroactive components of this Agreement. Those who sever their employment for any other reason are not eligible.

ARTICLE VIII
WORKERS COMPENSATION

A. Under the New Jersey Worker's Compensation Law, Employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurnace Carrier provided the insurance carrier has determined the disability is job-related. The Board of Chosen Freeholders has by policy declared that it will supplement the insurance check for one (1) year up to full pay.

B. Employees on Workers Compensation after the first year shall receive only the amount of compensation due them from Workers Compensation. No additional financial compensation shall be provided for by the County.

ARTICLE IX
CLOTHING ALLOWANCE

Members whose clothing has been damaged as a result of service and is no longer serviceable, shall be compensated for the full replacement value.

ARTICLE X
SICK LEAVE

The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter.

REIMBURSEMENT FOR UNUSED SICK LEAVE

When the Employee covered under the Agreement retires from the Gloucester County Prosecutor's Office with twenty-five (25) years of credited service in a New Jersey State administered pension system, or has terminated in good standing with fifteen (15) years of service with the Gloucester County Prosecutor's Office, the employee shall be entitled to sell back 50% of his/her accumulated sick leave with a ceiling of $15,000.00. The rate of pay for this sell back will be the employee's hourly rate of pay at the time of retirement. A maximum of three (3) months terminal leave may be utilized prior to the last working day. This terminal leave provision is inapplicable to any Employee hired on or after May 22, 2010.

BEREAVEMENT

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, foster child, grandchild, uncles, aunts, nieces, nephews, in-laws, and domestic partners as defined under New Jersey law.

Such bereavement leave shall not be deducted from annual sick leave.

ARTICLE XI
VACATIONS

Effective January 1, 2011, all full-time employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment: One working day of vacation for each full month of service.

The 2nd through 4th year in which a member's service anniversary falls, fourteen (14) vacation days per year.

The 5th through 9th year in which a member's service anniversary falls, sixteen (16) vacation days per year.

The 10th through 14th year in which a member's service anniversary falls, twenty (20) vacation days per year.

The 15th through 19th year in which a member's service anniversary falls, twenty-five (25) vacation days per year.

The 20th through 24th year in which a member's service anniversary falls, twenty-seven (27) vacation days per year.

For the 25th and years following, thirty-two (32) vacation days per year.

Where, in any calendar year, the vacation or any part of it is not taken by the Employee, such vacation leave or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

The Employee shall be allowed to carry over the preceding year's earned vacation leave.

Upon the death of the Employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

The Employee retiring or otherwise separating, shall be entitled to pro-rated allowance for the current year in which the separation, or retirement become effective. Any vacation leave, which may have been carried over from the preceding calendar year will be included.

ARTICLE XII
HOLIDAYS

There shall be a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the Employer.

Any Association member who is called to duty by the Gloucester County Prosecutor on any holiday will be compensated at the rate of time and one-half (1½) for all hours worked during that holiday.

ARTICLE XIII
PERSONAL DAYS

Every member of this bargaining unit will receive three (3) personal days. These days must be used in the calendar year in which they are earned. Personal days must be requested by the Employee 48 hours in advance, and must receive approval from the County Prosecutor or his designee. Personal days are defined as days needed to conduct personal business which cannot be conducted except during normal working hours. For the purpose of this contract, the Employee shall not be required to disclose the reasons for this personal day.

ARTICLE XIV
EXPENSES

Members of this bargaining unit shall be entitled to compensation of all reasonable expenses incurred in the performance of his/her duties, provided receipts for items purchased are produced. Employee reimbursement for expenses/travel per diem will be at the rate of $50.00 per day.

The County shall reimburse the Association member within thirty (30) calendar days from the date of submission.

ARTICLE XV
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ARTICLE XVI
HOURS OF WORK

The work period for all unit members shall be considered to be seventy (70) hours during a two (2) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:00 p.m. The employer reserves the right to adjust the seven (7) hours per day as the needs of the office require under unusual conditions.

ARTICLE XVII
EDUCATIONAL ASSISTANCE

The Employer agrees to reimburse tuition and book costs upon satisfactory completion, up to a maximum of $1,000 per year, per employee, for courses that are related to or may lead to the advancement in related positions, as determined by the Gloucester County Prosecutor or his designee.

ARTICLE XVIII
OVERTIME COMPENSATION

The first five (5) hours worked during any such one (1) week period, in excess of thirty-five (35) hours, shall be compensated for by means of straight time release (compensatory time).

That for all hours worked in excess of forty (40) hours during any such one (1) week period, the unit members shall receive time and one-half (1½) of his/her regular hourly rate. Effective upon signing of this Agreement, an Employee may carry over to the following year up to one-hundred and five (105) hours of accrued compensatory time. No Employee may carry over to the following year more than 105 hours. Any additional regular hours worked between November 1 and December 31 that exceed the one-hundred and five (105) hour cap will be paid at the Employee's straight time rate. Any compensatory time accrued over one-hundred and five (105) hours shall be used within a thirty (30) day period, unless permission to extend the period

is granted from the County Prosecutor or designee. Any unused compensatory time shall be paid to the Employee at time of retirement or separation from employment.

For overtime purposes, time worked includes vacation leave, compensatory time leave, sick leave, bereavement leave, administrative leave, PBA business leave and holiday leave.

ARTICLE XIX
STANDBY COMPENSATION PAY

If any unit Employee is required to be on weekend standby, such Employee shall be compensated ten (10) hours compensatory/overtime.

If any unit member is required to be on weekend standby, wherein a holiday immediately precedes or follows the weekend, the Employee shall be compensated (10) hours compensatory/ overtime hours for Saturday and Sunday. The Employee will also be given ten (10) hours additional compensatory/overtime for the holiday.

Whether the standby compensatory time is given as straight time (hour for hour off) or at a paid rate or time and one-half (1 ½), will be determined by the Employee's total accumulated hours during the pay period. Time worked over 35 hours, but less than 40 hours will be compensated for with compensatory time and hours worked in excess of 40 hours for the pay period will be at a rate of pay of one and one half (1 ½) times the Employee's regular hourly rate of pay.

ARTICLE XX
OUTSIDE EMPLOYMENT

No Employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or his expressed designee. Such approval shall not be unreasonably withheld.

ARTICLE XXI
AUTOMOBILE

Subject to the sole determination of the Prosecutor, automobiles may be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his/her personal vehicle, at any time, for County business, he/she will be reimbursed at the applicable IRS rate per mile, or at any increased rate as may be granted by the Prosecutor. No use of a personal vehicle will be compensated without prior approval by the Prosecutor or his designee.

ARTICLE XXII
MEDICAL COVERAGE

SECTION 1: The Employer agrees to continue the following insurance coverage for the Employee and his or her family:

There shall be no change in the medical coverage presently maintained and paid for by the Board of Chosen Freeholders on behalf of the Employees, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with P.B.A. Local #122, SOA.

A. **Medical.** Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program.

B. **Vision Care.** Allowances for the following items shall be as indicated: examination, $30; frames, $20; single vision lenses, $30; bifocal lenses, $40; trifocal lenses, $50; lenticular lenses, $100; contact lenses, $200.

C. **Prescription.** Prescription coverage will be in accordance with any of the Employee Prescription Drug Plans offered by the State Health Benefits Program.

D. **Premium Sharing.** Effective January 1, 2015, all active unit employees who have not withdrawn from the County's health insurance program, shall contribute towards the cost of health insurnace in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis pursuant to an IRS Section 125 salary reduction premium only plan, in accordance with the County's regular payroll practices. This contribution shall not be made by any active Employee who has opted out of medical and prescription insurance coverage and/or receives only dental or vision coverage, unless expressly stated by law. Effective upon the signing of this Agreement, Employee contributions shall change in accordance with any changes in State law, when those changes become effective.

SECTION 2: The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by the employer/employee contributions as required by law.

SECTION 3: The Employer shall continue to provide dental insurance in accordance with the current indemnity plan for Employees only. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and P.B.A., Superior Officers Association Employees who elect to enroll in the dental plan organization may also enroll their dependents. Employees who do not have medical and prescription coverage pursuant to Section 1A and C above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at $22.00 per month, will make contributions towards the cost of coverage on a pre-tax basis pursuant to an IRS Section 125, salary reduction premium-only plan, in accordance with the County's regular payroll practices. Any and all premium costs over $22.00 per month shall be the responsibility

of the employee. Open enrollment periods for the dental plans shall be in November of each year, for coverage beginning January 1.

SECTION 4: Employees who terminate their employment or begin unpaid leaves of absence after the first day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

SECTION 5: Insurance coverage will be provided to retirees as follows:

A. The Employer shall continue medical coverage for employees, together with their dependents, who retire with a State Administered Pension Plan.

B. The Employer will provide for continuation of prescription benefits to all employees, together with their dependents, who retire with at least twenty-five (25) years of creditable service with a State administered pension system and seven (7) years of service with the County of Gloucester before becoming eligible for this benefit.

The County will reimburse eligible retirees for the excess costs which they will incur for prescription co-payments under State Health Benefits Program on or after July 1, 2014, as compared to what they would have incurred for the same prescription benefits under the corresponding SHPB plan had they remained active employees with the County.

Eligible retirees may submit claims for reimbursement of these excess co-payments by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim must cover at least one full calendar quarter.

C. Effective January 1, 2015, Employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this Contract, shall only make health contributions during retirement in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of credited service as of June 28, 2011 are exempt from this contribution obligation.

SECTION 6: The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are equivalent or better than those of the existing plan(s).

SECTION 7: In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section 1(A) may elect to waive either or both coverages, subject to the following provisions:

A. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source. The terms of such other coverage should be equivalent or better than the coverage offered by the Employer.

B. Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during a subsequent open enrollment period or unless the Employee loses his or her alternative coverage, (i.e. termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

C. Waivers of coverage will take effect January 1, following the Employee's election.

D. Employees who have waived coverage, but plan to apply for post-retirement medical or prescription coverage pursuant to Section 6 must be re-enrolled in the respective plans at open enrollment prior to retirement.

ARTICLE XXIII
LEAVE OF ABSENCE

SECTION 1: Disability due to pregnancy shall be considered as any other disability in accordance with Federal Law.

SECTION 2. Leaves of absence without pay may be granted for a period not to exceed six (6) months with written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that childcare leave to care for an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

Sick Leave Donation

Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

A. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two (2) months or is expected to be out of work for at least two (2) months based on medical prognosis.

B. An employee will be eligible to receive up to ninety (90) days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

C. An employee may donate up to five (5) sick days to another employee provided he or she retains a balance of at least forty (40) sick days. An employee may donate up to ten

(10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred twenty (120) days.

D. Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

E. No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

Family Medical Leave

All applicable requirements of the State Family Leave Act (hereinafter "FLA") and the Federal Family and Medical Leave Act (hereinafter "FMLA") shall be followed with respect to Employees who request leave for:

(a) childbirth
(b) care of a newborn child
(c) care of a newly adopted child
(d) care of a newly placed foster child
(e) care of a parent, child or spouse with a serious health condition
(f) serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An Employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

Any Employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

ARTICLE XXIV
GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the Employer and P.B.A. Local #122 may meet from time to time, upon reasonable request of either party, to discuss matters of general interest and concern, matters that are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum of seven (7) days advanced notice will be given the P.B.A. Local #122 or the Employer.

Employees of this unit shall be granted the protections allowed by law for fair treatment in disciplinary hearings and provisions for due process.

ARTICLE XXV
EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, sexual orientation, physical challenge, union membership, or legal union activities.

ARTICLE XXVI
LIAISON

A maximum of three (3) representatives of P.B.A. Local #122 and three (3) representatives for the Employer shall meet at a time of mutual convenience to both parties during March and September to discuss substantive items of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party; and such written notification shall explicitly list the items(s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting(s) are not intended to be negotiation sessions.

It will be the responsibility of all three, who ever they might be at the given time, to serve as representatives of the association with regard to the grievances or concerns, etc., and will serve for the duration of this contract or until replaced through resignation of a representative or vote of the body.

ARTICLE XXVII
SENIORITY

For purposes of layoffs and recalls, seniority shall be the determining factor, with seniority defined as the Employee's date of hire as an Investigator/Detective with the Gloucester County Prosecutor's Office. Prior to being laid off, an Employee covered by this Agreement shall be eligible to bump down into any prior position held in the Gloucester County Prosecutor's Office, with seniority then being the determining factor for any further bumping or layoffs. Upon written request from the Union, the Employer shall furnish a complete seniority list ranked by date of hire.

ARTICLE XXVIII
DURATION

This Agreement shall be effective as of January 1, 2015 and shall remain in full force and effect until the 31st day of December 2019 or until a new Agreement is signed.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

> In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way except as herein granted with expressed written approval of both parties.

AUTHORIZED SIGNATURES

In witness thereof, the parties are authorized to sign below:

FOR P.B.A. LOCAL #122

Sgt. Craig W. Kramer — 01/12/2015
DATE

Sgt. [signature] — 1/12/2015
DATE

DATE

FOR THE EMPLOYER

[signature] — 12/29/14
DATE

GIUSEPPE CHILA, DEPUTY DIRECTOR

[signature] — 1/6/14
Sean F. Dalton
County Prosecutor
DATE

[signature] — 1/7/14
Chad M. Bruner
County Administrator
DATE