

AGREEMENT

BETWEEN

**CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY**

and

**COUNTY PROSECUTOR
OF THE COUNTY OF
CAPE MAY**

and

**CAPE MAY COUNTY
ASSISTANT PROSECUTORS'
ASSOCIATION**

COVERING THE PERIOD

JANUARY 1, 2005

THROUGH

DECEMBER 31, 2008

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PREAMBLE

This Agreement, entered into this _____ day of _____, 2005, by and between the **COUNTY OF CAPE MAY**, in the County of Cape May, New Jersey (hereinafter called the “County”) and the **COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY** (hereinafter called the “Prosecutor”) and **CAPE MAY COUNTY ASSISTANT PROSECUTORS’ ASSOCIATION** (hereinafter called the “Association”) represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; and, to prescribe the respective rights and duties of the parties, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Cape May.

ARTICLE TWO

RECOGNITION

The County and the Prosecutor hereby recognize Cape May County Assistant Prosecutors’ Association as the sole and exclusive collective bargaining representative for all regular full-time, at-will employees holding the title of Assistant Prosecutor and employed by the Cape May County Prosecutor’s Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and/or of the United States and shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in

conformance with the Constitution and Laws of New Jersey and of the United States and all other applicable law.

ARTICLE THREE

HOLIDAYS/ADMINISTRATIVE DAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Presidents' Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day After Thanksgiving Day |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Three (3) Administrative Days |
| 8. Labor Day | |

B. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

C. Administrative leave days are to be used by the employee for personal reasons and subject to the following conditions: An administrative leave day shall be granted by the Prosecutor upon three (3) days prior request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor, as long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative Leave Days shall not accumulate, but must be used in the calendar year. Administrative Leave Days are earned on a pro-rated basis. New employees shall only

receive one (1) administrative leave day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) administrative leave days. An employee who leaves County service before the end of a calendar year shall have his or her administrative leave days pro-rated, based upon time earned. An employee shall reimburse the County for paid administrative leave days used in excess of his or her pro-rated entitlement. Proration does not apply to Prosecutor directed layoffs, disability retirement or to employees who terminate employment with ten (10) years of service or more with the County of Cape May Prosecutor's Office.

ARTICLE FOUR

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days of vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days of vacation after the completion of ten (10) years and up to fifteen (15) years of service; seventeen (17) working days of vacation after completion of fifteen (15) years and up to twenty (20) years of service; twenty (20) working days of vacation after the completion of twenty (20) years of service and up to twenty-five (25) years of service; and after twenty-five (25) years of service, twenty-five (25) working days of vacation.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County service before the end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation until the beginning of the next calendar year. Upon the death of the employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

ARTICLE FIVE

HEALTH BENEFIT PROGRAM

The County will provide a Health Benefit Program which includes the following coverages:

A. A Hospitalization/Surgical Medical Benefit Plan subject to a One Hundred (\$100.00) Dollar co-payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual deductible/\$400.00 aggregate deductible with 80% co-insurance up to \$2,500.00.

C. An eye care coverage plan for all Employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all Employees and their dependents with an \$8.00 co-pay for non-formulary or non-generic drugs. A \$4.00 co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs. Effective July 1, 2005, the co-pays will increase to \$10.00 for non-formulary and \$6 for formulary. Effective January 1, 2007, the co-pays will increase to \$12 for non-formulary and \$8 for formulary. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the Employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$12.00 co-pay with a \$6.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply. Effective July 1, 2005, these co-pays shall increase to \$14.00 and \$8.00. Effective January 1, 2007 the co-pays shall increase to \$16.00 and \$10.00.

E. A disability coverage insurance plan with benefits of \$150.00 per week for a period of twenty-six weeks (26) will be provided. Coverage under this program will begin when the Employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period.

Employees will only be entitled to this \$150.00 amount for an aggregate total of twenty-six (26) weeks for the life of this Agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to Employees under this plan shall be denied and shall at any time be denied or discontinued by the County in any of the following events:

1. It finds said Employee unreasonably refuses, prevents or hinders medical

examinations from time-to-time as the County may require.

2. Employee is found not to be disabled as herein provided.
3. Employee is found to be employed for wage, profit or gain for any employer other than the County.
4. Employee resigns or is terminated for cause.
5. No Employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:
 - (a) Chronic alcoholism or use of stimulants, drugs or narcotics, except as prescribed by a Physician, or as specifically mandated under the A.D.A.
 - (b) Committing unlawful acts.
 - (c) Being engaged in some other business or occupation for profit.

F. Life Insurance coverage for each Employee in the amount of \$5,000.00. The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to its employees.

G. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per year.

H. In order to contain the rising costs of Health Benefits, anytime within the life of this agreement the current employee co-payments toward emergency room treatments may be increased to a ceiling of \$50.00. For employees enrolled in the alternate Plan, doctor's office visits may be increased to a ceiling of \$20.00. For employees enrolled in the basic plan, doctor's office visits may be increased to a ceiling of \$10.00.

I. Upon retirement, the County shall continue the hospitalization and life insurance

program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the Employee, including where applicable, dependent coverage. Coverages provided to retiring employees shall be subject to the same provisions, including but not limited to co-payments required from active Employees.

For current retirees and eligible dependents over the age of 65 years, the County reserves the right to offer the current and/or additional supplements to Medicare A & B. If a retiree and/or their dependents elect to select Medicare A & B with a County authorized supplemental insurance program, the County will reimburse the individual, after proof of coverage for the cost of Medicare B and the cost of any supplemental plan authorized and offered by the County. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. If the retiree selects this option, it is understood that Medicare B will be used as the primary insurance.

For all employees retiring after December 31, 2004, the County reserves the right to require eligible individuals to carry Medicare A and B as its primary insurance. The costs of Medicare Part B will be reimbursed by the County. In lieu of the county's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. It is understood that any changes to the plan will continue to provide a level of coverage that is on balance appreciably comparable to the current coverage.

The opt-out amount for active and retired Employees will be \$1,500.00 per year.

1. For purposes of the determination of which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the Employee or retiree who has the first birth

date in the year will be designated the policyholder and the Employee or retiree with the second birth date in the year will receive the opt-out payment.

2. Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

J. In the event of death of a full-time Employee of the County, whether active or retired (if the Employee was receiving coverage as per the provisions of the Agreement), the Employee's spouse and dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the Deceased Employee's length of service with the County immediately prior to death as follows:

1. Employees with more than five (5) years and less than ten (10) years of service -- Spouse/family would have one (1) additional year of coverage.
2. Employees with more than ten (10) years of service, but less than twenty-five (25) years of service -- two (2) years of additional coverage.
3. Active and retired Employees with twenty-five (25) or more years of service -- three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

K. On or about December 1 of each year, the County shall inform Employees of the County's Basic Standard Health Benefit Program and Alternate Choices to be provided and/or made available to employees for the next calendar year. If the Employee selects to be covered under the County's Basic Standard Health Benefit Program, then such plan will be provided to

the Employee and his/her dependents without charge. In the event an Employee selects an Alternate Choice Plan, then in such event the Employee shall pay \$20.00 per month for individual only coverage and \$30.00 per month for individual/dependent coverage. Payment for such charges shall be by way of payroll deduction and each Employee must sign any necessary payroll authorization form in order to effectuate coverage under an Alternate Choice Plan. The County will continue to offer an Alternative Choice Plan for all its existing employees as well as continue to pay the current premium for individual and dependent coverage. An employee who selects this plan will continue to pay \$20.00 per month for individual only coverage and \$30.00 per month for individual/dependent coverage as long as the current (Year 2004) rate stays the same. The employee will be responsible for any increases in premiums to a ceiling of \$40 per month for individual only coverage and \$50 per month for individual/dependent coverage. The County agrees to pay any premium rate increases above this ceiling amount of employee contributions.

During the month of December of each year, Employees may choose to change from one plan to another, but must have necessary forms in to the Human Resources Department no later than December 15th of each year. Effective July 1, 2005 the County will only pay the premium amount of the Basic Standard Health Benefit Program for all new employees for the first five years of their employment with the County. If any new employee wishes to enroll in the Alternate Plan, he/she will be responsible for the full cost of the Plan above the amount allocated for the Basic Plan for this period of time.

L. Employees who can certify other health care coverage may elect to opt-out of coverage and receive a payment of \$1,500.00 per annum pro-rated for the period of time each

calendar year that coverage does not apply to the Employee. Checks for opting out will be issued on or about December 1st of each year.

M. The County will pay an Employee, who opts out of Health Benefit coverage but wishes to retain the prescription plan, \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the Employee.

N. In the event a husband and a wife are both employed by the County, Health Care Insurance coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The in lieu of coverage amount will be \$1,500.00. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the Employee who has the first birth date in the year will be designated the policyholder and the Employee with the second birth date in the year will receive the opt-out payment.

O. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current Employees receiving health benefits with less than the thirty-five (35) hour requirement will be “grandfathered” and continue to be covered by the County Health Benefits.

P. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan during this contract as long as the level of coverage provided is on balance appreciably

comparable to the current coverages.

Q. In the event an Employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the Employee may apply for a leave of absence and such leave will not be unreasonably denied.

ARTICLE SIX

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

B. Amount of Sick Leave.

1. 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) working days every calendar year thereafter.
2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

2. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

4. With approval of the Prosecutor, sick time may be taken on an hourly basis.

D. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County and/or the Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement or Resignation.

Upon retirement or resignation in good standing after 10 years of service, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$15,000.00.

Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the Fifteen Thousand (\$15,000) Dollar limit. Sick days that are documented with a doctor's certificate shall be credited toward the ten-day accumulation for purposes of this provision.

ARTICLE SEVEN

DISABILITY LEAVE

The County shall provide the same benefits with respect to disability leave as provided to non-supervisory County Detectives, Investigators and Sergeants.

ARTICLE EIGHT

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days for the death of current spouse, children and step-children.

B. Three days for parents, grandparents, grandchildren, step-parents, and siblings.

C. One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

D. At the Prosecutor's sole discretion, employees may be permitted to use up to three sick days in special circumstances for funeral leave for other individuals.

E. Request for funeral leave shall be subject to approval of the Prosecutor. Such approval shall not be unreasonably denied. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

ARTICLE NINE

SALARIES AND COMPENSATION

A. The wages for current employees hereunder shall be as provided in Exhibit "A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. Exhibit "A" represents the salaries for current Assistant Prosecutors for the year beginning January 1, 2005. Under this agreement, all of the terms and conditions of employment will be adhered through the life of this contract with the understanding that each October the salary and wage provision will be negotiated for the subsequent January of the following year.

B. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each paycheck. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the employees' pay for each paycheck.

ARTICLE TEN

COUNTY WEATHER POLICY

A. It is understood that regardless of the weather, all County Employees are expected to report to work. If the Prosecutor or his designee determines that the specific duties of individual Employees are not absolutely required on a foul weather day, the Employee may be permitted to use a vacation day, comp time or personal day instead of reporting to work. Employees without any vacation, personal or comp time will not be paid for the day.

B. The County has the unilateral decision in determining if specific Employees have assignments that require them to report to work. Said Employees are expected to report to work on time and must be prepared to stay after their work period in the event of an emergency. Employees required to work who are given permission to report late to their assignments will be required to either work later to finish their full day or use vacation, personal or comp time for the difference. Employees without any vacation, personal or comp time will not be paid for the period of time.

C. Unclassified Closing. It is understood that except for the identified holidays contained in this Agreement, if County Government is closed for a specific period of time for whatever reason, Employees will be required to use either vacation, comp or personal time if they choose to be compensated. Employees without any vacation, personal or comp time will not be paid for the period of time.

ARTICLE ELEVEN

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2005 to December 31, 2008. This Agreement shall continue in full force and effect from year to year thereafter, unless

any party gives notice to the other parties, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

CAPE MAY COUNTY
ASSISTANT PROSECUTORS'
ASSOCIATION

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: _____

By: _____
Daniel Beyel, Freeholder Director

Attest:

Attest:

Stephen O'Connor, Clerk/Administrator

PROSECUTOR, COUNTY OF CAPE MAY

By: _____
Robert L. Taylor, County Prosecutor

EXHIBIT "A"

SALARY GUIDE

Employee Name	Position Title	Hire Date	Current Salary	Salary Increase	New Salary
Prosecutor Employee Organization					
DIXON, LISA J.	ASST. PROSECUTOR	1/13/2003	\$45,999.95	\$7,000.00	\$52,999.95
MOLITOR, J.VINCENT	ASST. PROSECUTOR	5/04/2001	\$45,999.95	\$8,500.00	\$54,499.95
CARROCCIA, SAVERIO M.	ASST. PROSECUTOR	3/26/2001	\$47,999.95	\$8,500.00	\$56,499.95
INFUSINO, JOSEPH	ASST. PROSECUTOR	5/10/2004	\$42,999.96	\$7,000.00	\$49,999.96
JOHNSON, ROBERT	ASST. PROSECUTOR	2/18/1992	\$77,196.67	\$7,000.00	\$84,196.67
RAGUSA, MARIAN R.	ASST. PROSECUTOR	2/18/1992	\$54,999.95	\$7,000.00	\$61,999.95
HERLIHY, JAMES M.	ASST. PROSECUTOR	1/30/1989	\$73,184.96	\$7,000.00	\$80,184.96
DEWEESE, MICHELLE L.	ASST. PROSECUTOR	7/06/1999	\$54,999.95	\$7,000.00	\$61,999.95
HOERNER, MEGHAN J.	ASST. PROSECUTOR	4/21/2004	\$54,999.95	\$7,000.00	\$61,999.95

