

AGREEMENT
BETWEEN
SALEM COUNTY PROSECUTOR
AND
ASSISTANT PROSECUTORS
OF
SALEM COUNTY

EFFECTIVE JANUARY 1, 2006
THROUGH DECEMBER 31, 2008

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PREAMBLE

This Agreement entered into this _____ day of _____, 2006, by and between the Salem County Prosecutor, hereinafter called the "Employer", the Association of Assistant Prosecutors of Salem County, hereinafter called the "Association", and the Salem County Board of Chosen Freeholders, hereinafter called the "Funding Agent", has as its purpose the promotion of harmonious relations between the Association and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of salaries and other conditions of employment.

ARTICLE ONE **RECOGNITION**

The Employer hereby recognizes Association of Assistant Prosecutors of Salem County as the exclusive bargaining unit for all employees in the bargaining unit, who hold the title of Assistant Prosecutor for the purpose of collective bargaining and all other activities relative thereto, pursuant to the Public Employer/Employees Relations Act of the State of New Jersey and all other applicable law. However, excluded from this bargaining unit shall be the Chief of Trials and the First Assistant Prosecutor.

ARTICLE TWO **NON-DISCRIMINATION**

Non-Discrimination. The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, national origin, physical handicap, mental handicap, Union membership or activity, or family relationship.

Respect and Dignity. The County and Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of or by an employee is inappropriate and will not be tolerated. Harassment will be grounds for disciplinary action up to and including termination.

ARTICLE THREE **MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by applicable State and Federal laws; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement;

2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operational functions, and maintenance of the facilities and equipment of the Employer;

3. To reprimand, suspend, discharge or otherwise discipline employees. The parties hereto recognize that members of the bargaining unit serve at the pleasure of the Employer.

4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;

5. To determine the number of employees and the duties to be performed;

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Employer;

8. To determine the number, location and operation of divisions, departments, units, and all other work groups of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

9. To make or change Employer rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement. Any promulgation or change in the rules, regulations, policies or resolutions that clearly change the terms and provisions of this Agreement, will be submitted to the Association for review at least fifteen (15) days before such change or promulgation is implemented. If the Association wishes to comment on the promulgation or change, such comment will be submitted to the appropriate Employer agent at least five (5) days before the implementation of the promulgation or change.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, shall only be limited by the language of this clause, and it is agreed that this enumeration of management rights shall not be deemed to exclude other rights not enumerated, it being specifically understood, however, that the foregoing shall not be exercised, promulgated or implemented in such a way as to abrogate the rights of employees as provided for in this contract or as provided for in law.

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of management rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.

D. Nothing in this Article shall be deemed to negate the obligation of the Employer as well as the members of the bargaining unit to comply with the Code of Ethics promulgated by the Office of the Attorney General which the parties hereto agree they will follow.

ARTICLE FOUR **STANDARD OPERATING PROCEDURES**

A. The Employer and the Association agree that the Employer may, at its discretion, promulgate and maintain standard operating procedures. This manual may include, but is not limited to, standards of work performance, standards and methods of performance evaluation, rules, regulations, and policies regarding the daily operation of the Prosecutor's Office insofar as it applies to the employees in the Association.

B. In the promulgation and maintenance of the standard operating procedures, and in any future changes and amendments in the content of the manual, the Employer shall consult with the Association. However, the Prosecutor retains the right to implement such rules and standard operating procedures at his/her sole discretion.

ARTICLE FIVE **FULLY-BARGAINED CLAUSE**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement.

ARTICLE SIX **GRIEVANCE PROCEDURE**

A. Purpose

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

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the First Assistant Prosecutor and having the grievance adjusted without the intervention of the Association and/or Employer.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of the Agreement and may be raised by an individual, the Association at the request and on behalf of an individual or group of individuals.

C. Procedural Definitions

1. "Day" means a day when County offices are open for business.
2. "Party in Interest" is a person, agent or agency with an interest in the grievance.
3. "Representative" is a person or agent designated to represent either party in this procedure.

D. Procedural Guidelines

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a Union representative at all levels of the procedure.
5. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
6. Failure by the Employer to issue a decision within the specified time limits shall render the grievance advanced to the next level.
7. The time limits set forth in any step of the grievance procedure may be waived by mutual consent of both parties.
8. The parties in interest will cooperate in the investigating and providing pertinent information concerning a grievance being processed.
9. Notice of hearing shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.

10. All evidence submitted under this procedure by either party must be submitted prior to Step 2 of the Grievance Procedure. If evidence is submitted after Step 2, either at the employer level or at the arbitration level, in arbitratable matters, it shall be excluded from the hearing.

11. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to presenting any grievance to arbitration.

Steps of the Grievance Procedure

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

STEP ONE

A. A grievance, to be considered under this procedure, must be initiated by the grievant within ten (10) days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. All grievances must be submitted in writing.

STEP TWO

A. If the grievance is not resolved within ten (10) working days after it is submitted at Step One, the employee may appeal the grievance in writing to the County Prosecutor.

STEP THREE

A. If the grievance has not been settled through Steps One and Two, either party may submit the grievance to final and binding arbitration ten (10) working days after the determination made by the County Prosecutor.

B. The Arbitrator shall be selected pursuant to the rules and regulations of the Public Employer Relations Commission of the State of New Jersey (P.E.R.C.). After an Arbitrator is mutually selected pursuant to these procedures, the Arbitrator shall contact the parties individually and directly to schedule a hearing date acceptable to both parties.

C. The Arbitrator shall be bound by the provisions of this Agreement and shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement.

D. The decision of the Arbitrator shall be final and binding.

E. The Arbitrator cannot make any recommendations that are contrary to the authority of the County Prosecutor as provided in the New Jersey statutes.

F. The cost for the services of the Arbitrator shall be borne equally by the Employer and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE SEVEN **COMPENSATION**

(i) Upon the effective date of this Contract each Assistant Prosecutor will receive the following compensation:

Name	1/1/2006	1/1/2007	1/1/2008
	Adjustment	4% base increase	4% base increase
Tom DiSimone	\$83,485	\$86,824	\$90,297
M. Forte	\$56,746	\$59,015	\$61,376
F. Holly	\$56,746	\$59,015	\$61,376
G. Waterston	\$87,238	\$90,727	\$94,356
J. Witcher	\$69,948	\$72,745	\$75,655
J. Wright	\$59,246	\$61,615	\$64,080
Starting rate for New hires	\$46,000	\$46,000	\$46,000

Upon expiration of this Contract all employees of the Bargaining Unit will remain at their then current salary until a new Contract is negotiated and executed.

(ii) Pay Days. The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees shall have the option of receiving their regular bi-weekly pay by direct deposit to their banking institution, free of charge, under the following circumstances:

- One week's pay will be held back and is returned to them with their last pay upon termination
- The deposit must be for net pay only; special pays are not eligible for direct deposit at this time.
- Employee must complete an authorization form with the Treasurer's Office and submit a voided check or deposit slip from their banking institution.

The foregoing is subject to change if the Salem County Policy covering said matters change.

Effective no later than December 31st, 2006, all employees of the bargaining unit will have their pay periods adjusted as necessary to end on the Thursday before payday. Employees affected by the change in pay periods will be able to use any of the voluntary options previously allowed by management for making the transition. See attached Memo from County Treasurer. This does not include cashing out sick leave. The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees shall have the option of receiving their regular bi-weekly pay by direct deposit to their banking institution, free of charge, under the following circumstances:

All County employees who request Direct Deposit will be required to have their pay period ending to be the Thursday before payday. Upon termination from the County, all employees will be paid for all days worked up to and including their last day of employment.

ARTICLE EIGHT **HEALTH BENEFITS**

A. Medical Plan – The Employer shall continue to provide medical insurance for full time employees through the State Health Benefits Program without charge to the covered full time employee.

B. Group Accident & Health Insurance – this plan will be eliminated with the ratification of this contract.

C. Dental – All full time employees shall be eligible to enroll in the dental program through a carrier selected by the County. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of \$1,000.00 in any calendar year in accordance with the descriptive program booklet provided by the carrier.

D. Prescription Plan – The Employer shall provide a pharmaceutical plan enabling full-time employees and their dependents to purchase prescription drugs at retail pharmacies upon payment of \$10 (ten) for generic drugs and \$25 (twenty-five) for brand-name drugs.

E. Optical. The Employer shall provide reimbursement not to exceed \$100 in any calendar year per family employee, plus an aggregate of \$100 during the calendar year for the employee's dependents, for expenses incurred by full time employees and their dependents for non-medical eye examinations, prescription lenses (including contact lenses), and frames. Payments shall be made upon presentation of a paid receipt by the employee. This benefit will be eliminated effective January 1st, 2007.

F. Selection of Carrier – The County Board of Chosen Freeholders, at its sole discretion, retains the right to select and change insurance carriers during the terms of this Agreement. Selection of carrier is a managerial prerogative not subject to the terms of this collective bargaining agreement as long as the new coverage is substantially equivalent.

G. The County will form a joint healthcare committee comprised of members of each of its bargaining units along with the Clerk of the Board, Treasurer, Broker of Records and our health care providers to assess means to control benefit costs, specifically in the areas of healthcare, sick time and workers compensation.

ARTICLE NINE **VACATION**

A. All employees who are members of this bargaining unit shall be entitled to the following annual vacation with pay, in whole day or half day increments only, subject to the approval of the requested times by the first Assistant Prosecutor or Prosecutor.

1. For each full month from date of hire up to and including the last day of December following such date of hire – one (1) workday per month for each month actually worked.

2. Beginning January 1, following the employee's initial hiring date through (60) consecutive calendar months – twelve (12) days per year.

3. Beginning with the first day of the sixth calendar year to the last day of the twelfth calendar year – fifteen (15) days per year.

4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year – twenty (20) days per year.

5. Beginning with the first day of the twenty-first calendar year and for all years accumulated thereafter – twenty-five (25) days per year.

B. Employees separated from County employment – Any employee who is laid off, discharged, retired or otherwise separated from County service for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation earned at the time of separation. If, however, an employee has utilized a vacation before it is earned, and then that employee is separated from the County, the amount of vacation that has been utilized but not earned will be deducted from the employee's earnings in the last payroll period that the employee works for the County and the Employer.

C. Vacation Carry-Over – When in any calendar year the vacation or any part thereof is not granted for reasons of Employer business, such vacation period shall accumulate and be granted during the next succeeding year only. Employees may carry a maximum of one

full pay period of vacation leave into the subsequent annual vacation period only and no further extension will be granted into the next succeeding period by the Employer.

ARTICLE TEN **SICK LEAVE**

A. Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury;
2. Exposure to contagious disease;
3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family;
4. Death in the employee's immediate family, for a reasonable period of time.

Sick leave may also be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid necessary to function on the job. In such cases, the Employer may require reasonable proof.

B. Definition of Immediate Family. Immediate family means the employee's spouse, child, legal ward, grandchild, foster child, mother, father, legal guardian, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, and other relatives residing in the employee's household.

C. Eligibility. Employees in this bargaining unit shall be entitled to the following sick leave with pay:

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including December 31 following such date of appointment.

2. Fifteen (15) days sick leave with pay for each calendar year. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. Sick leave may be used in whole days, half days or full hourly increments only. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when it is needed. An employee who leaves employment for any reason during the calendar year shall reimburse the employer for paid working days used in excess of his or her prorated entitlements. Sick leave may be taken in whole days or in hourly increments.

D. Verification Requirements. If an employee is absent for five (5) or more consecutive working days, for any reason set forth in the above, or for any other reason where sick leave is requested, the Employer may require acceptable evidence. The nature of the illness shall be stated on any Doctor's Certificate unless it is confidential between the doctor and the patient.

1. The Employer may require proof of illness for an employee on sick leave whenever such requirement is reasonable, on a case-by-case basis, with timely notice to the employee. Such requirement shall be consistent with New Jersey Department of Personnel Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action. The Employer may adopt such other sick leave verification procedures that are reasonable and they deem appropriate and are consistent with State law.

2. When it is known that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and the patient).

3. Any employee who does not expect to report to work because of personal illness or for any other reason as set forth in Paragraph A above, shall notify his/her immediate supervisor by telephone or personal message within one (1) hour after the beginning of work for his/her position.

4. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local Department of Health, or upon such reasonable proof as the Employer shall require.

ARTICLE ELEVEN **ADMINISTRATIVE LEAVE**

Three (3) days administrative leave with pay per year may be granted each employee at his request upon approval of the Employer after completion of one year of service. The employee becomes eligible for the above after he has completed one full year of service. New employees shall be eligible for one (1) day of administrative leave after each six (6) months. Except in emergency conditions, forty-eight (48) hours prior notice of such request shall be given to Employer. Two administrative days must be taken in full day increments during the calendar year in which earned and shall not be cumulative. One administrative leave day may be taken in two half-day increments. This benefit will be eliminated effective January 1st, 2007.

ARTICLE TWELVE **BEREAVEMENT LEAVE**

Employees shall be allowed up to three days off for each incident, without loss of pay, upon the death of a member of the employee's immediate family in order to attend services or visit with family. For purposes of this Section, "immediate family" shall be defined as in Article Ten above, together with aunt, uncle, son-in-law and daughter-in-law. In addition, any immediate family of the employee's spouse shall be deemed to be included. Bereavement leave must be taken within three (3) working days of the funeral or memorial service.

ARTICLE THIRTEEN
LEAVE OF ABSENCE WITHOUT PAY

A. General Entitlement. Any employee may be granted an unpaid leave of absence for medical or educational reasons, family circumstances, or other good cause upon written application to the Employer. Requests shall be submitted in writing, stating the reasons, the beginning date, and the expected date of return. Leaves may be granted for up to one year at a time and may be extended under exceptional circumstances.

B. Earning of Leave Benefits. Employees on unpaid leaves of absence shall not earn sick or vacation leave during such unpaid leave.

C. Maternity Leave. Upon medical verification of pregnancy, an employee may use paid sick leave and/or other paid leave prior to delivery and up to two months after delivery (or longer, if medically indicated). Unpaid leave may also be provided in accordance with the Family Leave Act and the Family and Medical Leave Act.

C. Paternity Leave. An employee may use his accumulated vacation time or any other leave to which he may be entitled under this Agreement for a period of one month prior to and one month past delivery of his child and shall be entitled to apply for such leaves as are permitted in accordance with the New Family Leave Act.

ARTICLE FOURTEEN
WORKER'S COMPENSATION

In case of disability due to illness or injury as a result of, or arising from, an employee's job, the employee will, subject to Worker's Compensation regulations, be paid seventy percent (70%) of regular base pay.

ARTICLE FIFTEEN
RETIREMENT BENEFITS

A. Post-Retirement Health Insurance Benefits. The employer shall provide post-retirement medical health insurance benefits, provided the retiring employee meets any of the following requirements:

1. Retirement with 25 years of service to the County of Salem at any age; or,
2. Retirement on a disability pension; or,
3. Retirement at age 62 or older with at least 15 years service to the County of Salem; or,
4. Retirement with 25 years of credited service in a State-administered pension system, provided the retiring employee was on the employment rolls of the County of Salem as of August 1, 1991.

B. Retiree Severance Pay. Employees who are eligible for service pension and who elect to retire will receive severance pay by separate check for 50% of their unused accrued sick leave at the date of retirement as full payment thereof. The severance pay value will be calculated on employee's current rate of pay. In no case shall the severance pay exceed the maximum of fifteen thousand dollars (\$15,000.00).

ARTICLE SIXTEEN **HOLIDAYS**

A. The following holidays, enumerated below, are recognized by the Employer and will be paid holidays for the employees in this bargaining unit unless they are otherwise scheduled at the discretion of the Employer:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3rd Monday in February)
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day (4th Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (2nd Monday in October)
10. Veteran's Day
11. Election Day
12. Thanksgiving Day
13. Thanksgiving Friday (Day after Thanksgiving)
14. Christmas Day
15. Such holidays as the Employer legally may deem appropriate for all his employees.

B. The holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday.

C. Whenever a holiday as enumerated above in this Article is decreed to be a normal workday by the Employer, an Official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

ARTICLE SEVENTEEN **TRAVEL EXPENSES**

A. Mileage Reimbursement. Employees who are specifically requested and authorized to use their personal vehicle for authorized Prosecutor's Office business will be

compensated at the rate of the current IRS rate, except in those instances where the exact mileage rate is governed by an applicable State statute or a court order. Employees who are properly authorized to utilize their vehicle for Prosecutor's Office business must submit their request for compensation for mileage on the proper voucher.

ARTICLE EIGHTEEN REPRESENTATION FEE

In the event an employee who is entitled to be a member of the Association elects not to be a member, such employee shall be responsible for payment of representation fees in lieu of membership dues in accordance with N.J.S.A. 34:13A-5.5 et. Seq.

ARTICLE NINETEEN SEVERABILITY

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

ARTICLE TWENTY OCCUPATIONAL SAFETY AND HEALTH

Working Conditions. The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees. The employee at all times shall adhere to safety rules, policies, procedures and other requirements set forth by the County, along with state and federal entities, for the protection of its workforce.

Accidents. Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his supervisor. The report must contain all details of the incident including the name, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the other driven, and the identify of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Board of Chosen Freeholders.

ARTICLE TWENTY-ONE
RESIGNATIONS

Notice. Employees who resign will give at least two weeks' written notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice.

ARTICLE TWENTY-TWO
TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2006, and retroactive to that date. This agreement shall expire December 31, 2008. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred twenty (120) days prior to the expiration date of this Agreement, of its desire of change, modification or termination of this Agreement.

ARTICLE TWENTY-THREE
POLICY AND PROCEDURE MANUAL

The Association and the members thereof acknowledge receipt and review of the draft of the proposed County of Salem Policy and Procedure Manual. To the extent that the Association or the members thereof must consent to same, said consent is hereby given.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Honorable John T. Lenahan
Salem County Prosecutor

FOR THE FUNDING AGENT:
COUNTY OF SALEM

By:

Charles R. Sullivan, Freeholder Director

ATTEST:

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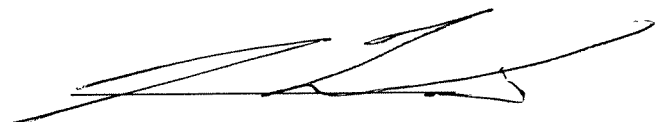
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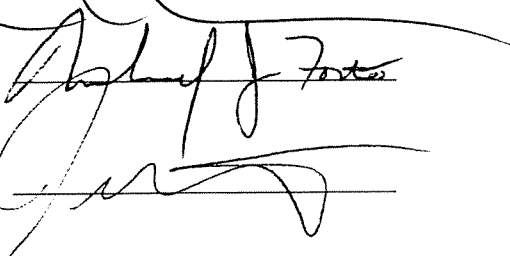
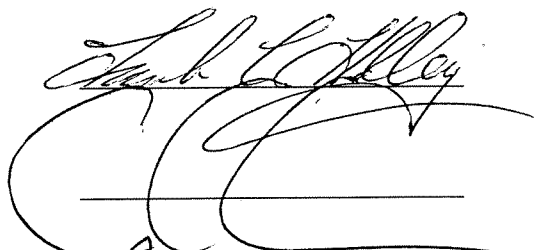
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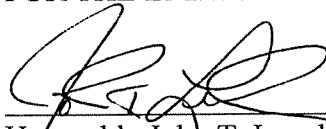
FOR THE ASSOCIATION:



Mr. A. De I



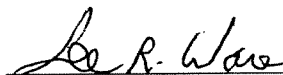
FOR THE EMPLOYER:



Honorable John T. Lenahan
Salem County Prosecutor

FOR THE FUNDING AGENT:
COUNTY OF SALEM

By:



Lee R. Ware, Freeholder Director

ATTEST:

