

AGREEMENT

between

CAMDEN COUNTY PROSECUTOR

and

CAMDEN COUNTY ASSISTANT PROSECUTORS ASSOCIATION

January 1, 2006 through December 31, 2009

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PREAMBLE

THIS AGREEMENT entered into this day of 2007, by and between the Camden County Prosecutor, hereinafter called the "Employer", and the Camden County Assistant Prosecutors Association, hereinafter called the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the Employer and the Association.

ARTICLE I

RECOGNITION

The Employer recognizes the Association as being the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all assistant prosecutors and law clerks in the Office of the Prosecutor, excluding the First Assistant Prosecutor and for such additional classifications as the parties may later agree in writing to include.

ARTICLE II

CHECK OFF

- A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.)52:14-15.93, as amended.
- B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Treasurer of the Association during the month following the filing of such card with the Employer.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Association together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish to the Employer either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Association advising of such changed deduction.
- E. The association will provide the necessary "check off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Employer.
- F. Any such individual written authorization may be withdrawn at anytime by the filing of notice of such withdrawal with the Employer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- G. The Association shall indemnify, defend and save the Employer 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 Employer or in reliance upon information furnished by the Association or official notification on the letterhead of the Association and signed by the President of the Association.

ARTICLE III

WORKING HOURS

- A. Employees covered under this Agreement are professional employees and are expected to work more than the traditional forty (40) hours per week on the average without any additional compensation.
- B. Working hours for employees covered under this Agreement are generally from 8:30 a.m. to 4:30 p.m. However, with the prior consent of the Prosecutor, or his designee, employees may vary their work hours with the first consideration being the present needs of the Prosecutor's Office.

ARTICLE IV

SALARIES

1. The Prosecutor shall, distribute to the Assistant Prosecutors \$1,109,712.00 in base pay increases in accordance with the distribution chart agreed to within the memorandum of agreement which preceded this agreement, (attached as Exhibit "A", thereto) to take effect upon the execution of this agreement.
2. There will be a 3.75% across the board salary increase for all Assistant Prosecutors retroactive to the first day of the first pay period for 2007. The 3.75% shall be calculated based on the individual Assistant Prosecutors base salary after the distribution of the base pay increases described in paragraph 1.
3. On 12-16-07 the following Salary Guide will go into effect.

	2008	2009
Level 1	\$53,000	\$54,855
Level 2	\$57,000	\$58,995
Level 3	\$63,000	\$65,205
Level 4	\$69,000	\$71,415
Level 5	\$74,000	\$76,590
Level 6	\$78,500	\$81,248
Level 7	\$83,000	\$85,905
Level 8	\$87,500	\$90,563
Level 9	\$92,000	\$95,220
Level 10	\$96,500	\$99,878

On July 1, 2008, Assistant Prosecutors will be placed on the Salary Guide following disbursement of vacancy money from paragraph 1 and the percentage increase of 2007 (paragraph 2), at the next highest step on the guide immediately above their salary. All Assistant Prosecutors will thereafter move to their next Level on an annual basis on January 1st of each year. When Assistant Prosecutors go from Level 10 to Off Salary Guide ("Off Guide") each shall receive an additional 2% base pay increase in addition to the annual percentage increase listed in paragraph 7.

4. Law Clerks shall have a starting salary of \$2,000 less than the Level 1 Assistant Prosecutor salary for any year. Law Clerk shall be a position for an attorney hired to be an Assistant Prosecutor, but who has not yet been admitted to practice in New Jersey. Law Clerks shall immediately be increased in salary to Level 1 upon admission to the

New Jersey Bar. Law Clerks shall not be entitled to Level increases, but shall be kept at \$2,000 below the current Level 1 salary in any year.

5. Placement on the Salary Guide for New Assistant Prosecutors with prior experience shall be at the discretion of the Prosecutor who shall make such placements reasonably consistent with similarly situated employees.
6. Assistant Prosecutors off of the Salary Guide on January 1, 2008, will receive a one time payment to base salary of \$1,100.00 effective January 1, 2008.
7. Assistant Prosecutors who are off of the Salary Guide ("Off Guide") on January 1, 2008, will receive a 4% base salary increase on January 1, 2008, calculated after the additional increase in paragraph 6, and a 4% base salary increase on January 1, 2009. "Off Guide" Assistant Prosecutors' base salary will be capped at 98% of the Prosecutor's base salary. In the event the Prosecutor's Salary is increased, the Assistant Prosecutor whose base salary had been capped shall receive an increase in their base salary to bring it to the amount their salary would have been, had it not been capped. This amount is subject to a cap of 98% of the Prosecutor's new salary. Capped Assistant Prosecutors shall begin receiving this increase in base salary at the same time that the Prosecutor begins receiving his salary increase. Assistant Prosecutors will receive such increases only prospectively. All other contract terms will not be capped.

ARTICLE V

INSURANCE

A. The Employer may continue its Self-Insured Health Benefits Program or utilize an insurance carrier so long as it provides substantially similar benefits as existed on January 1, 1990.

B. The insurance benefits are as follows:

1. Effective January 1, 2008, the prescription co-pay shall be as follows:

<u>Base Salary</u>	<u>Co-Pay</u>
\$30,000 to \$50,000	\$13 Brand Name (retail) \$6 Generic (retail and mail order) \$18 Brand Name (mail order) 25% For any maintenance drug if not in Mail Order at fourth fill
\$50,001 to \$70,000	\$15 Brand Name (retail) \$6 Generic (retail and mail order) \$20 Brand Name (Mail Order) 25% For any maintenance drug if not in mail order at fourth fill
Over \$70,000	\$17 Brand Name (retail) \$6 Generic (retail and mail order) \$22 Brand Name (mail Order) 25% For any maintenance drug if not in mail order at fourth fill

The decision of the County to require a higher co-pay for maintenance drugs not obtained through mail order shall be appealable through the grievance procedure.

2. For any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 copay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.
3. When any payment is made under the Employer's self-insured health benefits program, the Employer shall be subrogated to all rights of recovery of the participant against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.

4. a. All Participants currently retired from the Employer with less than twenty-five (25) years of service with the Employer, but more than five (5) years of service with the Employer shall continue to receive all health benefits in accordance with this section, and at the same cost to the participant as currently exists. (Single \$20.19; Parent/Child \$30.68; Husband/Wife \$45.28; Family \$49.83.) All employees who are retired from the Employer with five(5) years of service or less with the Employer as of their date of retirement shall be entitled to receive all health benefits as set forth in this section at a cost of fifty (50%) percent of the actual cost for the type of coverage selected by participants as established by the Employer and adjusted on an annual basis.
- b. All employees who retire from the County on or after March 18, 1994 but before December 31, 1997, shall be entitled to receive all health and prescription benefits as set forth in paragraph A at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis:

<u>Years of Service</u>	<u>Participant Co-Pay</u>
0 up to 5 years	COBRA coverage only
5 up to 10 years	15%
10 up to 25 years	10%
25 or more years	0%

- c. Effective January 1, 1998 to December 31, 2002, employees who retire will pay the following percentage of the health and prescription premiums.

<u>Years with the County</u>	
0 up to 10 years	COBRA coverage only
10 years up to 15 years	25%
15 years up to 20 years	20%
20 years up to 25 years	10%
25 years or more	0%

- d. Effective January 1, 2003, employees who retire will pay the following percentage of the health and prescription premiums.

	<u>COBRA Only</u>
Under 10 years	
10 to under 15 years	30%
15 to under 20 years	25%
20 to under 25 years	15%
25 years or more	0%

5. a. All new employees hired after March 18, 1994 and before July 7, 1997 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	16%
3	12%
4	8%
5	4%
6	0%

- b. All new employees hired after July 7, 1997 and before December 31, 2002 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Co-Pay</u>
1	20%
2	18%
3	16%
4	14%
5	12%
6	10%
7	8%
8	4%
9	0%

- c. All new employees hired on or after January 1, 2003 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
1	20%
2	20%
3	20%
4	17%
5	17%
6	13%
7	13%
8	10%
9	10%
10	10%
11	10%
12	0%

All deductions are limited to a maximum 5% of an individual's base gross pay.

d. Effective January 1, 2008.

1) All current Assistant Prosecutors will pay a percentage of their medical and prescription coverage premiums as follows:

<u>Base Salary</u>	<u>Premium Contribution</u>
Below \$70,000	5%
\$70,000 and above	7.5%

2) Employees hired after January 1, 2008

<u>Years of Service</u>	<u>Premium Contribution</u>
Beginning Employment through 3 rd year	25%
Beginning 4 th year through 5 th year	22%
Beginning 6 th year through 7 th year	18%
Beginning 8 th year through 11 th year	15%
Beginning 12 th year and thereafter	10%

The County will provide the annual cost sheet to the Union.

6. Any participant who is ineligible for retirement and who ceases to be employed by the Employer for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed one hundred twenty (120) days at a cost of fifty (50%) per cent of the Employer's actual cost.
7. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.
8. Effective January 1, 2008, all participants in an HMO or PPO shall be subject to a twenty (\$20) dollar co-pay for all visits to primary care physician and a twenty-five (\$25) dollar co-pay for all visits to a specialist.

C. The following insurance benefits apply to the traditional indemnity plan:

1. In the event any participant covered by the Employer's self-insured health benefits program contemplates any of the elective (non emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the employer will only pay for

fifty (50%) percent of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the Administrator of the Employer's Self insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant. The Administrator of the Employer's self-insurance benefits program will identify a panel of three specialists in the area of the surgery to be performed. The participant shall select the second opinion doctor from this panel. The panel of three specialists, provided by the Administrator of the Employer's self-insurance program, shall be available to the requesting employee no later than ten (10) days or the employee shall not be bound by this section and may receive the elective surgery without a second opinion. In the event that a participant is outside of a 50 mile radius of the City of Camden at the time that elective surgery is contemplated, the mandatory second opinion shall be waived.

a. Elective Procedures Requiring Second Opinion

- (1) Bunionectomy
- (2) Cataract Removal
- (3) Hemorrhoidectomy
- (4) Herniorrhaphy
- (5) Hysterectomy
- (6) Knee Surgery
- (7) Ligation and Stripping of Varicose Veins
- (8) Mastectomy or other Breast Surgery
- (9) Prostatectomy
- (10) Submucous Resection
- (11) Tonsillectomy and/or Adenoidectomy

b. Notwithstanding the foregoing, for the following elective procedures requiring a second opinion, a second test will not be required and the second opinion will be rendered based on the tests performed upon which the first opinion was based:

- (1) D & C (Dilation and Curettage)
- (2) Spinal and Vertebral Surgery

2. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the Employer's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's Administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

a. Procedures which must be Performed on an Outpatient Basis

- (1) Tonsillectomy and/or Adenoidectomy
- (2) Simple Hernia repair

- (3) Excision of skin lesions and cysts
- (4) Minor gynecological procedures
- (5) Cataract Removal
- (6) Dilation and Curettage
- (7) Tubal Ligation
- (8) Knee Surgery
- (9) Bunionectomy
- (10) Submucuous resection
- (11) Biopsies
- (12) Correction of Hammer Toe
- (13) Removal of foreign body
- (14) Vasectomies
- (15) Bronchoscopy
- (16) Laryngoscopy
- (17) Minor Fractures

- 3. When a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the Employer's self-insured health benefits program, such pre-admission testing must be performed on a outpatient basis unless the participant's doctor certifies in advance to the program's Administrator, and in writing, that special medical circumstances require that the procedure be performed in hospital.
- 4. There will be no benefits paid under the Employer's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
- 5. Effective the signing of this agreement, benefits for chiropractic care under the County's Self-Insured Health Benefits Program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
- 6. Effective the signing of this agreement, the County Self-Insured Health Benefits Program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retiree's claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover as if it were the primary plan.
- 7. Effective the signing of this agreement, mental health and substance abuse benefits under the County's Self-Insured Health Benefits Program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
- 8. Effective the signing of this agreement, all hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of,

an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the pre-certification. Denial decisions by the Pre-Certification Administrator may be appealed to the County Director of Insurance who shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's Self-Insured Plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

9. Participants in the Employer's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the Program, which results in an overcharge to the Employer, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty (50%) percent of the amount saved as a result of the correction of the error, up to a maximum of \$100.00 per bill.
10. Coverage in all plans for dependents will be up to age 19 if not in school and age 23 if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

D. All employees will have the choice of enrolling in the Preferred Providers Program (PPO) pursuant to the plan description in effect January 1, 1999, or any of the HMOs. The traditional, self-insured indemnity plan will not be an option. The County agrees that in the event that a dependent or a retiree resides for at least more than one month of the year in a location that is not covered by the network, the County will enroll that dependent or retiree in the traditional, self-insured indemnity plan. A location that is not covered by the network is defined for purposes of this clause as one that is 20 or more miles away from a network physician and/or hospital.

E. If the employee, during the open enrollment period, enrolls in HMO or any other similar medical coverage offered, all premiums, for the employee and their dependents, shall be paid by the Employer, up to the premium paid for the Employer's plan.

F. Retirees

1. The Employer will provide for post retirement payment of Group Health Insurance and Major Medical (substantially similar to the plan that exists at the time of retirement) for those employees and eligible dependents having at least 25 years of service with the Employer. Employees who retire with less than 25 years of service, shall be provided with health and prescription benefits as outlined in paragraph 4.
2. All other employees having at least a combination of at least 25 years of creditable service in Law Enforcement in the State of New Jersey or a work-related disability

pension, shall be entitled to the same benefits as those employees described in Paragraph F.1 at the following cost to the employee:

Single	\$15.55 per month
Husband and Wife	\$33.65 per month
Family	\$36.86 per month

The above shall remain constant (without change) for the remainder of the employee's life. Law enforcement is defined as a position in the State, a county or municipality having full police powers.

3. Should legislation be enacted that affects section F.1 or F.2 of this contract, the employee shall have the right to choose between the newly enacted legislation or the plan as written in Section F.1 or F.2.

G. Any employee covered by this Agreement may choose, in writing, during the open enrollment period, to participate in the "Optional Health Benefits Program." (Opt Out Program) Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the County's health coverage.

1. If an employee chooses to participate in this program the incentive paid shall be increased to fifty (50%) percent of the actual premium cost for the employee's coverage.

2. a. Effective January 1, 2003, the opt out amounts will supercede paragraph 1.

<u>Type of Coverage Opted Out</u>	<u>Amount</u>
<u>Prescription Benefits</u>	
From Family to no coverage	\$90
From Parent/Child to no coverage	55
From Single to no coverage	35
From Family to Parent/Child	40
From Family to Single	60
From Parent/Child to Single	25
<u>Health Benefits</u>	
From Family to no coverage	330
From Parent/Child to no coverage	200
From H/W to no coverage	250
From Single to no coverage	120
From Family to Parent/Child	150
From Family to H/W	90
From Family to Single	220
From Parent/Child to Single	80
From H/W to Single	140

- b. Effective January 01, 2006, opt out monthly amounts will be as follows:

<u>Type of Coverage Opted Out</u>	<u>Amount</u>
<u>Prescription Benefits</u>	
From Family to no coverage	174.33
From Parent/Child to no coverage	102.63
From Single to no coverage	60.29
From Family to Parent/Child	71.70
From Family to Single	114.04
From Parent/Child to Single	42.34
<u>Health Benefits</u>	
From Family to no coverage	415.83
From Parent/Child to no coverage	242.13
From H/W to no coverage	307.94
From Single to no coverage	143.16
From Family to Parent/Child	173.70
From Family to H/W	107.89
From Family to Single	272.67
From Parent/Child to Single	98.97
From H/W to Single	164.78

3. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will immediately and retroactively to the date of cessation of the spouse's coverage restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Health Benefits Plan for the remainder of that year. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. Where an employee participated in the program for less than one full year, the County shall be entitled, through payroll deductions, to recoup the pro-rated balance of the incentive paid. The employee shall authorize such payroll deductions, in writing, at the time the employee opts to participate in the program.
4. The incentive payments provided above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
5. The optional health benefits program (opt out) provided above shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
6. The optional health benefits program set forth above shall be extended to the County's self-funded prescription program and/or the dental plan.

7. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
 8. There is no opt out for spouses or relatives where one is a dependent if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only.
- H. The County of Camden will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.
 - I. Employees will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event.
 - J. If an employee dies while in the employ of Camden County, his/her spouse and dependents shall be eligible for health and prescription coverage at the same retirement rates listed above.
 - K. The County will implement a Section 125-Premium Conversion Plan effective 2003.
 - L. Assistant Prosecutors who suffer a work related injury which requires absence of work for 5 or more days, shall be entitled to a paid leave of absence at full salary as required for the period of recovery of rehabilitation up to 3 months.
 - M. Any dental plan administered by the County and available to other employees of the Prosecutor's Office shall be available to members of the Association, the cost of which shall be payable by the member.

ARTICLE VI

SICK LEAVE WITH PAY

- A. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness which prevent his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and requires the presence of the employee.
- B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the employee, and grandmother and grandfather.
- C. Any employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but no later than one and one-half (1½) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Failure to give such notice may constitute cause for disciplinary action.
- D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one-quarter (1¼)-days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before it may be utilized. Sick leave may be taken in one-half (½) day segments.
- E. If any employee is absent for five (5) consecutive work days (or after fifteen {15} days sick leave in any one {1} year for any reason set forth in the above rule), the Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F. At the discretion of the Prosecutor, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any unauthorized time period. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees, and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XIII, Maintenance of Operations.
- G. Abuse of sick leave will be cause of disciplinary action.
- H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.

- I. Full-time temporary employees in the Employer's service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J. Upon retirement, an employee with twenty-five (25) years of service and who has reached age fifty (50) may elect to sell one-half (1/2) of his or her earned and unused accumulated sick leave multiplied by his or her rate based upon the annual base pay received during the last year of employment with the Employer, provided, however, that no such lump sum payment shall exceed twenty-five thousand (\$25,000.00) dollars. For Assistant Prosecutors hired after January 1, 2008, no such lump sum payment shall exceed fifteen thousand (\$15,000.00) dollars.

ARTICLE VII

GENERAL PROVISIONS

- A. The County through the Prosecutor agrees to reimburse each employee represented by the Agreement the cost of the assessment to the client Security Fund of the Bar of New Jersey. Reimbursement will be made in December of each year for that year and will be pro-rated if the Assistant Prosecutor was not employed the full year.
- B. When an employee is injured on duty, he or she is to receive Workers' Compensation due him or her plus the difference between the amount received in compensation and his or her net (not gross) salary during the period of temporary disability to a maximum of 3 months.
- C. The Camden County Prosecutor and the Camden County Assistant Prosecutors Association agree that one of the factors used by the Prosecutor to make decisions regarding promotions and duty assignments is office seniority. The Prosecutor and the Camden County Assistant Prosecutors Association further agree that office seniority shall not be affected by any period of approved maternity/disability leave. Nothing in this Agreement shall prohibit the Prosecutor from making a "lateral" hire of an experienced Attorney and assigning that person or any currently employed Assistant Prosecutor to a duty assignment without regard to office seniority. Further, nothing in this agreement shall prohibit the Prosecutor from making duty assignments during an Assistant Prosecutor's period of leave that bypass an Assistant Prosecutor who is on approved maternity/disability leave. Upon his or her return from leave, such Assistant Prosecutor shall not have any right to displace any person promoted or assigned during the period of leave but shall have the period of leave credited to his or her office seniority. Said seniority shall have only that degree of weight in the promotion/duty assignment process which the Prosecutor ascribes to it in his sole discretion.
- D. Assistant Prosecutors will receive a promotional base pay increase for those positions ordinarily deemed to head each section of the Prosecutor's Office, currently: Section Chief, Deputy Section Chief and Deputy First Assistant, to be determined by the Prosecutor, but no less than \$2,500 added to employee's current base salary for an "Off Guide" Assistant Prosecutor, and for an Assistant Prosecutor who is on the Salary Guide a \$2,500 annual stipend which will be converted to base pay when the Assistant Prosecutor goes "Off Guide."
- E. Fees or costs required to maintain Attorney licenses shall be paid by the County. Continuing legal education requirements shall be paid by the County for the first 2 years of employment for those employees hired at the beginning of the salary guide.
- F. Assistant Prosecutors shall have complete access to their personnel files upon reasonable notice.

- G. Assistant Prosecutors will be reimbursed for travel expenses at the rates currently provided by the County policy.
- H. All references to Assistant Prosecutors throughout this contract shall also apply to Law Clerks except in Article IV Salaries.

ARTICLE VIII

MILITARY LEAVE

- A. A permanent employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in Reserve on National Guard duty will be granted a leave of absence in accordance with law.

- B. A permanent employee required to serve annual active duty training in either the Reserve or National Guard will be paid for up to ten (10) workdays during the time to such service. Upon return from the service, the employee will remit to the Employer the military pay earned during the aforementioned service.

ARTICLE IX

BEREAVEMENT LEAVE

A. Employees shall be granted a leave of absence with regular pay in the event of a death of a family member as follows:

1. Five (5) days in event of the death of a spouse, child, mother, father, or guardian of an employee.
2. Four (4) days in the event of the death of a brother or sister of an employee.
3. Three (3) days in the event of the death of a grandmother, grandfather, grandchild, mother-in-law, or father-in-law of an employee.
4. Two (2) days in the event of the death of a brother-in-law or sister-in-law.

B. In the event additional funeral leave is requested, the Prosecutor, for good cause, shall, at his discretion, grant more time which shall not be charged against the employee's sick or vacation time.

ARTICLE X

HOLIDAYS

- A. The following national holidays are recognized as paid holidays when celebrated as holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Fourth of July, Friday before Labor Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. NJSA 36:1-1 shall control the date of celebration of Lincoln's and Washington's Birthday. Any employee required to work any of the aforementioned holidays will receive another day off with pay, to be scheduled and taken before the end of the calendar year.
- B. Holidays which fall within an employee's vacation period shall not be charged to the employee's vacation time.
- C. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of the holiday, and no additional day shall be received because of adjustment on the day of celebration.
- D. Holidays which fall on Saturday shall be celebrated on the preceding Friday; holidays which fall on Sunday shall be celebrated on the following Monday.

ARTICLE XI

PERSONAL DAYS

Effective 2002, all employees covered by this agreement shall be credited with three personal days per year which shall be used during the year credited, or lost. Personal Days shall be taken in no less than one half (1/2) day increments. All non-emergency personal time must be requested and approved in advance.

ARTICLE XII

VACATIONS

- A. Employees covered under this Agreement shall be entitled to vacation as follows:
1. Permanent full-time employees shall be entitled to the following annual vacation with pay accruing on a monthly basis:
 - a. Up to one (1) calendar year of service, one (1) working day's vacation for each month of service.
 - b. From two (2) through five (5) calendar years of service, one and one-quarter (1 $\frac{1}{4}$) working days vacation for each month of service--maximum fifteen (15) days.
 - c. After five (5) calendar years of service, one and two-thirds (1 $\frac{2}{3}$) days vacation for each month of service--maximum twenty (20) days.
 - d. After ten (10) calendar years of service, two (2) working days vacation for each month of service except for July, in which three days shall be earned--maximum twenty-five (25) days.
 2. Part-time employees shall receive vacation leave on a pro rata basis in accordance with the above schedule.
- B. Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year. In no event shall any employee be allowed to carry over more than one year's vacation according to the above schedule plus 10 days.
- C. Employees who resign and furnish twenty-one (21) calendar days of notice with their resignation will be entitled to accrued and earned vacation to be paid with their last pay check. Employees who do not furnish the notification, as noted above, will not be entitled to any such vacation pay.

With the first payroll of each calendar year, the employee will be credited with one-half ($\frac{1}{2}$) of the vacation time which it is anticipated the employee will earn and accrue during the calendar year. With the fourteenth (14th) payroll of each calendar year, the employee shall be credited with the second half of the vacation time which it is anticipated the employee will earn and accrue during the calendar year.

In the event an employee leaves the Employer after taking vacation time which has not as yet been earned, the unearned vacation time will be deducted from the employee's last pay check. Vacation days may be taken in one-half ($\frac{1}{2}$) day segments or units.

ARTICLE XIII

MAINTENANCE OF OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, or support; nor will any of its members take part in a strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, of stoppage or work, or absence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against Employer. The Association and its members agree that such action on an individual basis would constitute sufficient cause for the individual's dismissal.
- B. The Association agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Employer, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- D. The Employer agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.
- C. The term "grievance" as used herein means an appeal by the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One - The Aggrieved or the Association shall institute action under the provisions hereof within seven (7) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within seven (7) working days shall be deemed to constitute an abandonment of the grievance.

Step Two - If no agreement can be reached orally within seven (7) work days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within (7) working days thereafter to the County Prosecutor. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The County Prosecutor or his designee will answer the grievance within ten (10) days of receipt of the written grievance, such answer shall be final and binding.

E. DISCIPLINARY ACTIONS

- 1. Purpose. The purpose of this section is to ensure the efficiency and the integrity of this office, promote employee morale, establish fair and equitable standards in the handling of disciplinary actions against employees, and to establish the guilt or innocence of employees charged with violations through prompt, thorough, and impartial investigations.

2. This section shall cover hearings wherein the proposed penalty could involve suspension without pay, fine, any penalty that is comparable to these, dismissal and any monetary reduction in salary, or reduction of title.
3. Rights. Any employee that becomes involved in any portion of a hearing and/or investigative stage of any alleged violation shall retain all rights afforded by this Agreement and all rights under law.
4. Representation. Any employee charged with a violation shall be entitled to represent himself, or be represented by an authorized employee of the Union, or by an attorney. In any conference, investigation or hearing that might lead to a disciplinary action, an employee may, at his or her option, have a Union representative present. The employee may delay the conference, investigation or hearing up to two (2) hours to obtain representation. Any representative at such a hearing agrees to keep the contents of the conference, investigation or hearing confidential except in so far as their representation of the employee is concerned. All reports to be used in any disciplinary action are to be made available to the Prosecutor, employee and the Union.
5. Penalties. The following shall be the application of penalties and hearings:
 - a. Where the proposed penalty is greater than three (3) days suspension without pay, a fine equivalent to or greater than that amount, or a comparable penalty to these, or dismissal, or reduction of title, or any amount of monetary reduction in salary, then the formal hearing procedures shall apply.
 - b. Where the proposed penalty is equal to, less than, or comparable to a three (3) day suspension without pay then the formal hearing procedure shall not apply. The employee and the Union shall be given a copy of the charges prior to any disciplinary action being taken and a copy of the final action as determined by the Prosecutor. The employee may submit a written request to have a formal hearing.
6. Hearings:

Formal. Whenever probable cause is established that an employee may be guilty of violating a Departmental Rule or Regulation, then the following shall be the procedure:

 - a. A Notice of Disciplinary Action shall be prepared by the proper authority and be personally served on the employee and the Union. The Notice shall contain at least the employee's name and unit, the charges and the specifications of facts upon which the charges is based, the time, date and

place of hearing, the penalties to which the employee is exposed, the signature of the Prosecutor and whether or not the employee is suspended with or without pay pending the determination of the hearing.

- b. The hearing shall be held during normal business hours, no sooner than five (5) days nor later than thirty (30) days after the submission of a notice of disciplinary action subject to the granting of reasonable requests for postponements by said employees, **unless mutually waived by the parties.**
- c. Any discipline or discharge taken shall only be taken for just cause. Any discipline that requires a formal hearing shall be subject to advisory arbitration. A list of arbitrators for such advisory arbitration shall be selected from a panel supplied by the Public Employment Relations Commission in accordance with that agency's regulations.

ARTICLE XV

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County Government and its properties, facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate as may from time to time be determined by the Employer.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and proper cause according to law. The Association will review and consider disclaimer language.
6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Employer reserves the right with regard to all other conditions employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operations of the department.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices as well as the use of judgment and discretion shall be limited only to 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.

- C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under RS 2A:158-1 et seq. or any other National, State, County or local laws or regulations.

ARTICLE XVI

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XVII

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

- B. 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2006, and shall remain in effect to and including December 31, 2009 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals at the County of Camden, New Jersey, on this 30th day of January, 2008

CAMDEN COUNTY ASSISTANT
PROSECUTORS ASSOCIATION

CAMDEN COUNTY PROSECUTOR

By Mindy S. Mellits
Mindy S. Mellits
President

By John M. O'Leary

Witness Gregg Ferr
Gregg Ferr

Witness Robert W. Chubb