

AGREEMENT

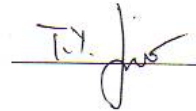
BETWEEN

THE CAMDEN COUNTY PROSECUTOR

AND

AGENTS OF THE PROSECUTOR

January 1, 2006 through December 31, 2009

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**ARTICLE I**

**PREAMBLE**

This Agreement, entered into this        day of        , 2008, by and between the Camden County Prosecutor, and the Prosecutor's Agents, a classification of employees with diverse titles, job descriptions, responsibilities and funding sources, has as its purpose the promotion of harmonious relations between the County Prosecutor and the Agents; the establishment of an equitable and reasonable 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 of the bargaining issues between the County Prosecutor and the Agents.

**ARTICLE II**

**RECOGNITION**

The County Prosecutor recognizes the United Food and Commercial Workers, Local 1360, hereinafter called the "Union" as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Agents in the Camden County Prosecutor's Office. The County Prosecutor recognizes the Union with respect to all representation matters pursuant to New Jersey Statutes.

The following titles/classifications are included in the class of Agents, and are covered by this Agreement:

Agent  
Advocate, Victim Witness Program  
Advocate, Victim Witness Program, Bilingual Spanish/English  
Victim Witness Coordinator  
Secretary to Division Head  
Critical Infrastructure Coordinator, Homeland Security,  
Counter Terrorism Unit  
Coordinator of Nurse Examiners, Victims of Sexual Assault  
Program



**ARTICLE III**  
**DUES CHECK OFF**

1. The County Prosecutor agrees to have the County of Camden deduct from the salaries of its employees, subject to this Agreement, dues for Union. Such deductions shall be made in compliance with the N.J.S.A. (R.S.) 52:14-15.9e, as amended.
2. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the County, during the month following the filing of such card with the County.
3. The aggregate monthly deductions from all employees shall be remitted to the Secretary-Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions were made. Such remittance shall be in the form of a check, payable to U.F.C.W., Local 1360.
4. If, during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County Prosecutor written notice thirty (30) days prior to the effective date of such change and shall furnish to the Prosecutor 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 Union advising of such changed deduction.
5. The Union shall provide the necessary "Check-off Authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Prosecutor.
6. The Union 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 in reliance upon salary deduction authorization cards as furnished by the Union or in reliance upon official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

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**ARTICLE IV**  
**AGENCY SHOP**

1. The County Prosecutor agrees to have the County deduct a representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the United Food & Commercial Workers International Union, Local 1360 as the majority representative.
2. The representation fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fee and assessments of the Union, less the cost of benefits financed through the dues and available only to the members of the Union.
3. Payment of the representation fee in lieu of dues shall commence on the 30<sup>th</sup> day following the beginning of an Agent's employment in a position in the contractual bargaining unit.
4. The Union shall indemnify, defend, and save the County Prosecutor harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County Prosecutor in reliance upon salary deduction authorization cards or the representation fee information as furnished by the Union to the County, County Prosecutor, or in reliance upon the official notifications on the letterhead of the Union and signed by the President of the Union, advising of any change in deductions.
5. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fee and assessments of the Union, less the cost of benefits financed through the dues and available only to the members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.





**ARTICLE V**  
**MANAGEMENT RIGHTS**

The County Prosecutor retains and reserves unto himself all powers, rights, authority, duties and responsibilities conferred upon and vested in him/her prior to the signing of this Agreement by the laws and Constitutions of the United States of America and the State of New Jersey including, but without limitation, the following rights:

1. The executive management and administrative control of the Camden County Prosecutor's office and its properties, facilities and the activities of its employees by utilizing personnel, methods and means in the most appropriate manner.
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. To make, maintain and amend such reasonable rules and regulations as he/she may, from time to time, deem best for the purpose of maintaining order, safety and the effective operation of the Office, after advance notice thereof is conveyed to the employees to require compliance.
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.
6. To lay off employees in the event of a lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The County Prosecutor reserves the right with regard to all other conditions of employment not previously reserved to make such changes as it deems desirable and necessary for the efficient and effective operations of the Office.

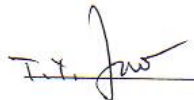
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**ARTICLE VI**  
**EMPLOYEE RIGHTS**

1. The Agents and the Union retain any and all rights afforded to them under the Constitution of the United States, Statutes of the United States, the laws of the State of New Jersey and any other applicable law.
2. Nothing in this Agreement shall be deemed to be a waiver of said rights, unless the County Prosecutor and Union specifically waive said rights in writing and in the presence of an officer of the Union.
3. An Agent shall be entitled to Union representation at each and every stop of Grievance Procedure set forth in this Agreement.
4. An Agent shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

**ARTICLE VII**  
**RETENTION OF BENEFITS/PRESERVATION OF RIGHTS**

1. All Agents covered by this Agreement who are employed at the time of the signing of this Agreement shall retain whatever yearly allotment of vacation days each had when negotiations began. In addition, each Agent shall retain whatever sick time, vacation days and/or personal days each had previously accumulated. Agents hired after the signing of this Agreement shall be entitled to only those benefits (sick time, vacation days, personal days) provided for herein. All Agents hired prior to the signing of this Agreement, except for vacation time as noted above, shall be entitled to only those benefits (sick, vacation days, personal days) provided for herein.



2. Agents whose salaries are fully or partially supported by state, Federal, or foundation grants will receive every benefit afforded to county-funded positions. Should such funding be discontinued or decreased, the County Prosecutor will make every effort to secure additional funding from the County Freeholders or other grant sources. If it becomes necessary to discontinue a grant-funded position due to the loss of grant funding, the County Prosecutor and Office Administrator will make every effort to find a comparable position with funding for that employee in the Camden County Prosecutor's Office or in another County office.
3. This provision is applicable to any Agent covered by this Agreement who was employed by the Camden County Prosecutor's Office prior to the signing of this Agreement.

**ARTICLE VIII**  
**BEREAVEMENT LEAVE**

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

1. Five (5) days, in the event of the death of a spouse, domestic partner, child, mother, father, brother or sister of an Agent.
2. Three (3) days, in the event of the death of a grandmother, grandfather, grandchild, mother-in-law, father-in-law, step-parent, step-child or step-sibling of an Agent.
3. Two (2) days, in the event of the death of a brother-in-law or sister-in-law.

In the event additional bereavement leave is requested, the County Prosecutor shall, for good cause and at his discretion, grant more time which will be charged against the Agent's sick or vacation time.

**ARTICLE IX**  
**EQUIPMENT**

Management shall provide and maintain all equipment prosecutor deems reasonable necessary for safety and effectiveness.





**ARTICLE XII**  
**INSURANCE**

1. **Prescription Plan**

- a. Effective the signing of this Agreement, the prescription co-pays shall be as follows for the duration of agreement:

<u>Base Salary</u>	<u>Generic</u>	<u>Brand</u>	<u>Mail</u>
Under \$30,000	\$6.00	\$11.00	\$16.00
\$30,000 - \$50,000	\$6.00	\$13.00	\$18.00
\$50,000 - \$70,000	\$6.00	\$15.00	\$20.00
\$70,000 and over	\$6.00	\$17.00	\$22.00

- b. After the retail purchase of three (3) months of a maintenance prescription drug, the prescription co-pay for such maintenance drug shall thereafter be twenty-five-percent (25%) of the retail cost to the County for the prescription purchased, with no maximum, if not ordered through the available mail-in procedures.

Mail order drug co-pays are for a 3-month supply.  
Retail is for a 1-month supply.

For any drug that the employer's third party administrator (TPA) deems as non-formulary, the employee will pay an extra \$15.00 co-pay in addition to the relevant co-pay.

- c. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and non-generic prescription drug in addition to the co-pay.





2. Provisions for the Self-Insured Plan

- a. All employees will have the choice of enrolling in the Preferred Provider Program (PPO) plan, or any of the HMO's. All benefits shall remain the same during the duration of this agreement. 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 25 or more miles away from a network physician and/or hospital.
- b. In the event any participant covered by the county'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. You MUST CALL Patient Care Management (800-952-3404) for confirmation that a Second Surgical Opinion must be obtained for certain surgical procedures. If no second opinion is submitted or the requirement for a Second Surgical Opinion has not been waived by Patient Care Management, the County will only pay for fifty-percent (50%) 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 County's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

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- c. In no event will benefits for Covered Medical Services be paid if such services are not determined to be Medically Necessary. The Plan will cover the charges for the Second Surgical Opinion and charges for x-ray and laboratory tests, however, no benefits will be paid for duplicate testing. If the Second Surgical Opinion does not agree with the first surgical opinion, charges for a third surgical opinion will be covered.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
  2. Cataract Removal
  3. D & C (Dilation and Curettage)
  4. Hemorrhoidectomy
  5. Herniorrhapy
  6. Hysterectomy
  7. Knee Surgery
  8. Spinal and Vertebral Surgery
  9. Legation and Stripping of Varicose Veins
  10. Mastectomy or other Breast Surgery
  11. Prostatectomy
  12. Submucous Resection
  13. Tonsillectomy and/or Adenoidectomy
- d. 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 Administrator to arrange for this pre-certification. Denial decisions by the 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.

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- e. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County'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 administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.


PROCEDURES WHICH MUST BE PERFORMED ON AN OUT-PATIENT BASIS

- a. Tonsillectomy and/or Adenoidectomy
  - b. Simple hernia repair
  - c. Excision of skin lesions and cysts
  - d. Minor gynecological procedures
  - e. Cataract Removal
  - f. Dilatation and Curettage
  - g. Tubal Ligation
  - h. Knee Surgery
  - i. Bunionectomy
  - j. Submucous Resection
  - k. Biopsies
  - l. Correction of Hammer Toe
  - m. Removal of Foreign Body
  - n. Vasectomies
  - o. Bronchoscopy
  - p. Laryngoscopy
  - q. Minor Fractures
- f. Where a participant in the self-insured plan is required by his/her doctor to undergo diagnostic testing prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be 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.





- g. Participants in the county'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 County, 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 percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.
- h. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
- i. ~~Benefits for chiropractic care under the self-~~ insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
- j. The County's self insured health benefits program includes maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependant's medical claim or retirees 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.
- k. The County shall provide through their self-insured plans as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician at least once annually.



3. Premium Contribution

The Employer shall maintain and provide the following group hospital plans: Aetna, Ameri-Health, Horizon Blue Cross and the Camden County Self-Fund.

- a. All current employees hired prior to ratification will pay a portion of their health benefits and prescription coverage through payroll deduction according to the following schedule:

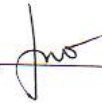
Under \$30,000	2.5%
Over \$30,000 but under \$70,000	5%
Over \$70,000	7.5%

- b. All employees hired on or after ratification will pay a portion of their health and prescription premium through payroll deduction according to the following schedule:

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

4. Retirement

- a. Current employees retiring at age 55 or older with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administrated retirement system, and employees retiring on an accidental disability pension, shall continue to receive fully paid health and prescription benefits.

T.Y. 

- b. Current employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and/or affiliated organizations; or retiring with at least fifteen (15) years of service with Camden County and /or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>YEARS WITH THE COUNTY</u>	<u>PERCENT OF PREMIUM</u>
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years up to 24 years	5%
25 years or more	0%

- c. Employees who are hired after the signing of this agreement who retire at age 55 or older with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administrated retirement system or employees who are hired after the signing of this agreement who retire at age 62 or older with at least fifteen (15) years of service with Camden County and/or affiliated organizations; or retiring with at least fifteen (15) years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>YEARS WITH THE COUNTY</u>	<u>PERCENT OF PREMIUM</u>
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years or more	10%

*T.J. Jones*



5. Medical Co-Pay

Effective the signing of this agreement, all participants in an HMO or the PPO shall be subject to a twenty dollar (\$20.00) co-pay for all visits to a primary physician and a twenty-five dollar (\$25.00) co-pay for all visits to a specialist, with hospitalization co-pays and coverages associated therewith in accordance with the available HMO plans or the self-insured plan as detailed in the coverage chart maintained by the County Insurance Department. A copy of said chart is attached. The County reserves the right to substitute an equivalent plan with a different carrier.

6. Opt-Out

- a. Eligible employees covered by this Agreement may choose, in writing, to participate in the "Option Out of Health Benefits Program" (Opt-Out). This program is intended for those employees who are covered by alternate health insurance coverage and who choose to forego County Health Insurance Benefits.
- b. Proof of coverage is required in order to participate in the Opt-Out Program. Employees are required to re-enroll on an annual basis.
- c. If two employees are married or qualify as domestic partners, and both are receiving health insurance coverage **from the county or its affiliated agencies**, neither employee may opt out of their one plan. If two employees are married or qualify as domestic partners, they may be covered individually as an employee or as a dependent under his or her spouse's county plan, but not both.
- d. Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

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e. 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 restore the employee, his or her spouse and/or dependents to coverage under one of the County's medical plans for the remainder of that year. Application must be made within thirty (30) days after termination of coverage. The employee can opt out any time during the year but must remain in the program for one full year.

f. Opt-out amounts will be as follows:

Type of Coverage Opted Out

<u>Prescription Benefits</u>	<u>Amount Per Month</u>
Opt-out Family	\$174.33
Opt-out Husband/Wife	\$174.33
Opt-out Parent/Child	\$102.63
Opt-out Single	\$ 60.29
Opt-out Child(ren)	\$ 42.34
 <u>Health Benefits</u>	
Opt-out Family	\$415.83
Opt-out From Husband/wife	\$307.94
Opt-out From Parent/Child	\$242.13
Opt-out From Single	\$143.16
Opt-out Child(ren)	\$ 98.98

7. Other Provisions

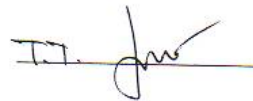
a. The Employer will provide each employee with disability insurance coverage provided by the State of New Jersey for non-job related disabilities if and when the employee should become eligible, as the employees were not eligible at the time of contract execution to receive these benefits.



- b. 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.
- c. April 1<sup>st</sup> of each year is the County uniform "anniversary date" for all employees, regardless of the month of hire during the year, and will be used as the annual date when health benefit co-payments are adjusted based upon date of eligibility.
- d. The County will standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Employees who are enrolled in an HMO may voluntarily opt to cover a dependant until the age of 30 for an additional premium charge. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.
- e. The County agrees to implement a Section 125 Premium Conversion Plan (pre-tax new employee contributions).
- f. The Employer reserves the right to change its Health Benefit Administrator and/or carrier so long as they are equal to or better than benefits, coverage and administration as provided under the current health benefit program(s) are maintained.

**ARTICLE XIII**  
**LEAVE OF ABSENCE**

1. Leaves of absence for Prosecutor's Agents may be granted at the discretion of the County Prosecutor.





2. Military Leave of Absence:

1. An Agent who, as a member of the National Guard or Reserves of the Military or Naval Forces of the United States is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty, not to exceed two (2) weeks. This leave shall be in addition to the annual vacation leave, provided the Agent presents an official notice from his Commanding Officer prior to the effective date of such leave.
2. Permanent employees/Agents shall be granted a leave of absence without pay if called to active duty with the Armed Forces of the United States in time of war or emergency. The County will compensate the Agent for the difference in pay between military pay and the Agent's regular County salary, if the military pay is less than the Agent's regular County salary.

3. Emergency and Special Leaves:

An Agent shall be given time off without loss of pay when:

- (a) Performing Jury Duty;
  - (b) Commanded to appear, not in his usual course of employment, as a witness and not a party before a Court, legislative committee or judicial body;
  - (c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President;
  - (d) Performing emergency medical or mental health service when so ordered by the Governor or the President.
4. Agents returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of Agents' rights, privileges, or benefits.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

1. The County Prosecutor and the Union agree that there shall be no discrimination against any Agent because of race, creed, color, religion, sex, national origin, sexual preference or political affiliation.



2. The County Prosecutor and the Union agree that all Agents covered under this Agreement have the right without fear of penalty or reprisal to form, join, or assist any employee organization or refrain from any such activity. There shall be no discrimination by the County Prosecutor or the Union against any Agent because of the Agent's membership or non-membership or activity or non-activity in the Union.

**ARTICLE XV**  
**NO-STRIKE PROVISION**

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union 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, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the Agent's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County Prosecutor. The Union and its members agree that such action on an individual basis would constitute sufficient cause for the individual's discipline.

**ARTICLE XVI**  
**OVERTIME/COMPENSATORY TIME**

Overtime/compensatory time is available for those employees eligible for overtime as established by the Fair Labor Standards Act.

1. Overtime refers to any time worked beyond the regular work week of forty (40) hours per week or eight (8) hours per day, for full-time employees with the permission of or at the request of a supervisor. Overtime refers to any time worked beyond the regular work week of twenty-four (24) hours per week for permanent part-time employees. Overtime also refers to any hours worked, by permission of or at the request of a supervisor, on weekends, holiday, vacations, or other scheduled days off.

T.T. Jones

2. Agents shall be compensated for overtime at the rate of one and one-half (1-1/2) times the Agent's current hourly rate. Hours for which time and one-half is paid shall not be included in the base weekly hours. All overtime shall be paid in the Agent's regular paycheck, no later than the second pay period after the overtime was served.
3. Agents, including on-call personnel, who are called back to work will be guaranteed a minimum of three (3) hours overtime, to be paid at the rate of time and one-half the Agent's current hourly rate.
4. Agents shall have the option of receiving compensatory time or cash payment for overtime, at the Agent's discretion. The amount of time worked will be computed at one and one-half (1-1/2) hours for each hour worked overtime. Earned compensatory time off may be taken subject to approval by the Agent's supervisor. Compensatory time not used within ninety (90) days will automatically become cash payment.
5. All compensatory time not utilized by pay period 23 of each year shall be paid as paid overtime on pay period 24 of that year. Payment for such time each year shall be at the rate of pay in effect at the time that the compensatory time was earned.
6. In the event of retirement of an Agent, payment for any and all earned, unused overtime or compensatory time will be made to the Agent.
7. In the event of death of an Agent, payment for any and all earned, unused overtime or compensatory time will be made to the Agent's estate.

**ARTICLE XVII**  
**PERSONNEL FILES**

1. A personnel file shall be established and maintained for each Agent covered by this Agreement. Such files are confidential records and shall be maintained in the office of the County Prosecutor, and may be used for evaluation purposes.

T. J. 



2. Upon advance notice and at reasonable times, any Agent may review his/her personnel file. However, an appointment for this review must be made through the County Prosecutor or his/her designated representative.
3. Whenever a written complaint concerning an Agent is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires. He/she shall be permitted to place said rebuttal in the file. When the Agent is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Agent shall be furnished with all details of the complaint, including the identity of the complainant.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

The purpose of this article is to outline a procedure between the County Prosecutor and the Camden County Prosecutor's Agents to resolve grievances as quickly as possible so as to ensure efficiency and promote employees' morale.

1. A grievance is defined as any disagreement or dispute between the County Prosecutor and the Camden County Prosecutor's Agents covered by this Agreement involving the application, interpretation or alleged violation of this Agreement or any other disagreement or dispute arising between the Camden County Prosecutor's Agents and the County Prosecutor.
2. Any grievance must be presented within five (5) days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived.

**Step 1:** The aggrieved Agent and the representative of the Union shall discuss an attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved.

**Step 2:** If the grievance is not resolved at Step 1, it shall then be submitted in writing within five (5) working days to the County Prosecutor. The County Prosecutor shall resolve the grievance and his decision shall be final.

T. T. Jws

**Step 3:** This Agreement shall in no way limit or restrict Agents from exercising any legal rights which they may have, including their right to resort to P.E.R.C. or to seek remedy through the Courts.

**ARTICLE XIX**  
**SALARY**

1. For all Agents, salary shall be calculated on an annual basis as of the anniversary date of the Agent's employment with the Camden County Prosecutor's Office.
2. Effective pay period #1, 2006, each Agent will receive a 4% annual adjustment to their base salary.  
  
Effective pay period #1, 2007, each Agent will receive a 4% annual adjustment to their base salary.  
  
Effective pay period #1, 2008, each Agent will receive a 4% annual adjustment to their base salary.  
  
Effective pay period #1, 2009, each Agent will receive a 4% annual adjustment to their base salary.
3. At the Prosecutor's discretion, if additional monies become available, he/she may distribute to an Agent or Agents. Said increases shall be based upon additional responsibilities or increased workload.
4. In addition to annual adjustments to base salary, the step schedule is as follows. All employees hired prior to ratification shall start at Step 1 effective pay period #1, 2008 and each year after.  
  

Step 1	2% increase to base
Step 2	2% increase to base
Step 3	2% increase to base
Step 4	2% increase to base
Step 5	2% increase to base
5. Employees hired after ratification of the contract are not entitled to step increases.
6. A one-time lump sum increase of \$300 will be added to the base salary of those Agents hired prior to ratification of the contract, to be paid upon ratification.

*T.T. Jus*

7. Starting salaries for Agents hired after ratification of this agreement shall be as follows:

Agent	\$33,746
Advocate, Victim Witness Program	\$33,746
Advocate, Victim Witness Program, Bi-Lingual	\$35,095
Victim Witness Coordinator	\$50,000
Critical Infrastructure Coordinator	\$50,000
Coordinator of Nurse Examiners, Victims of Sexual Assault Program	\$50,000
	(pro-rated for part-time hrs)
Secretary to Division Head	\$33,746

Nothing herein shall limit the Prosecutor from starting an Agent at a higher salary based on experience and/or specialized skills, subject to availability of funds.

**ARTICLE XX**  
**SICK LEAVE**

Agents shall be entitled to the following sick leave of absence with pay:

- a. One (1) working day sick leave with pay for each month of service from their date of employment, up to, and including December 31st of the next following date of employment and fifteen (15) days sick leave with pay for each calendar year thereafter. Sick leave will not be advanced. Agents shall only be entitled to sick leave earned. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position. Sick leave may be utilized for the illness of an Agent's immediate family member.
- b. If an employee is absent for five (5) consecutive working days because of personal illness, as set forth in the above rule, the Prosecutor may require acceptable evidence of such illness by way of a doctor's note, stating the nature of the illness and anticipated length of time the employee will be absent from his/her duties.
- c. An Agent who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave as set forth above, shall notify the office by telephone or personal messenger, within one (1) hour of the beginning hour. Failure to do so may result in the loss of pay for the period of absence.
- d. Absence claimed by reason of quarantine or exposure to

T.T. Jnr



contagious disease may be approved on the certification of the local health department at the discretion of the Prosecutor. Such absence may not be counted as sick leave or deducted therefrom.

- e. Permanent part-time Agents shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent full-time Agents, on a pro rata basis.
- f. Upon retirement, all Agents covered by this Agreement who have at least twenty (20) years of creditable service to the Camden County Prosecutor's Office, County of Camden, or the State of New Jersey, may receive, by separate check, one half (50%) of the cash value of their accumulated sick leave up to a maximum of \$15,000, calculated at the rate of pay at the time of retirement.
- g. All employees hired prior to ratification shall accrue sick leave up to and until ratification of the contract, not to exceed \$15,000. Employees hired after ratification shall not accrue sick leave for retirement sell back purposes.

**ARTICLE XXI**  
**TUITION REIMBURSEMENT**

- 1. An Agent who attends an approved college and enrolls in graduate or undergraduate courses related to his/her job or another that will enhance the professionalism of the Agent and will enhance the ability of the Agent to perform his/her job, shall be eligible for reimbursement of up to six credits per semester, at a rate not to exceed the cost of a Rutgers University Camden undergraduate credit. Agents must provide the County Prosecutor with a copy of a transcript documenting a grade of C or higher to qualify for such reimbursement. Reimbursement will be remitted to the Agent no later than the second pay period following the submission of the transcript. Prosecutor will approve courses for reimbursement.

**ARTICLE XXII**  
**UNION MEETINGS**

Leave shall be granted with full pay, to a maximum of three (3) representatives from the Union to attend meetings or conventions of the UFCW. The combined total number of days off shall not exceed twelve (12). Proof of attendance must be supplied to the County Prosecutor and such leave will only be permitted upon twenty-one (21) days prior notice. The County Prosecutor may deny such leave when he determines that granting such leave will have an adverse effect on operations.

**ARTICLE XXIII**  
**VACATION DAYS**

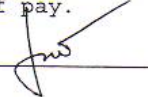
Agents hired after the signing of this Agreement shall be entitled to the following annual vacation leave as follows:

Up to 1 year of service	12 working days per year
2-7 years of service	15 working days per year
8-11 years of service	18 working days per year
12-20 years of service	23 working days per year
21-24 years of service	25 working days per year
25 years and over	28 working days per year

1. Permanent part-time employees shall receive vacation leave on a pro rata basis in accordance with the above schedule.
2. Agents shall have a right to carry over and accumulate no more than thirty-five (35) days from the end of one year to the next.
3. At the time of retirement, Agents will be paid for any earned, accumulated vacation time, calculated at the rate of pay at the time of retirement.
4. Agents who resign and furnish twenty-one (21) calendar days notice in writing will be entitled to a cash payment for any and all accumulated and earned vacation time to be paid with their last pay check.
5. Upon the death of an Agent, the cash equivalent of any accumulated and unused vacation time shall be paid to the Agent's estate.

**ARTICLE XXIV**  
**WORK SCHEDULES**

1. For full-time employees, the regular work week shall consist of five consecutive eight-hour days, Monday through Friday, from 8:30 a.m. to 4:30 p.m. The regular work week shall consist of forty (40) hours. For permanent part-time employees, the regular work week shall consist of three eight-hour days in a week. The Prosecutor cannot adjust Agents' schedules to avoid overtime.
2. The regular work week for permanent part-time employees shall consist of twenty-four (24) hours.
3. All Agents shall be compensated for all hours worked during the regular work week at their negotiated rate of pay.

I. J. 

4. Upon mutual agreement between an Agent and his/her immediate supervisor and the County Prosecutor or his designee, flexible work hours may be implemented, with a one-hour adjustment.

**ARTICLE XXV**

**LEGAL DEFENSE AND INDEMNIFICATION**

The Camden County Board of Chosen Freeholders agrees to indemnify and provide for the legal defense of Agents covered under this Agreement with the exception of representation for and payment of exemplary or punitive damages resulting from the employee's civil violation of State or Federal Law. In civil suits, representation shall be provided by the County Counsel unless a determination is made by that office that a conflict of interest exists. The Board of Freeholders shall not reimburse any employee for the cost of outside counsel fees unless the retention of outside counsel, the total amount of such fees, and the hourly rate payable are all approved in advance by the Board.

**ARTICLE XXVI**

**FULLY BARGAINED AGREEMENT**

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.

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.


*I.T. Jno*



**ARTICLE XXVII**  
**DURATION OF AGREEMENT**

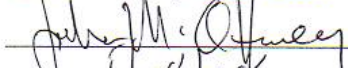
This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect until and including December 31, 2009. The County Prosecutor agrees to maintain and preserve all contractual benefits herein to which employees represented by the Union are entitled during the course of negotiations for a successor Agreement.

By: United Food & Commercial Workers, Local 1360

  
\_\_\_\_\_

Dated: 5-21-08

By: Camden County Prosecutor

  
\_\_\_\_\_

Dated: 5/28/08

**Camden County Medical Plan Options  
\$20 Copay PCP**

Benefits	AmeriHealth Administrators		Aetna		AmeriHealth		Horizon	
	PPO Plan 4		POS 20		POS 20		POS 20	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	None	\$100/\$250	None	\$1,000/\$3,000	None	\$3000/\$6000	None	\$10000/\$2000
Coinsurance	90%	70%	None	70%	None	50%	None	70%
Benefits Max	\$1,000,000 annual; Unlimited lifetime; Relinee \$1,000,000 lifetime max	\$1,000,000 lifetime	Unlimited	\$5,000,000 per lifetime	Unlimited	\$5,000,000 per lifetime	None	\$500,000
Out-of-Pocket Max	\$1,500/\$3,000	\$10,000/\$30,000	\$1,500/\$3,000	\$10,000/\$30,000	\$1,000/2,000	\$15,000/\$30,000	None	\$10,000/\$30,000
Adult Physicals	100% after \$20 copayment, \$250/max per year benefit for all preventive care	Not Covered	\$20	Not Covered	\$20	50% after deductible	\$20	Not Covered
Gyn Exam	100%; 1Year included In \$250 preventive care benefit	100% of UCR 1Year included in \$250 preventive care benefit	\$25	Not Covered	\$25	50%, No deductible	\$25	Not Covered
Routine Mammography	100%; 1Year included In \$250 preventive care benefit	100% of UCR 1Year included in \$250 preventive care benefit	100%	70% after deduct	100%	50%, No deductible	\$25	70% after deductible
Eye Exams	None	None	\$25	Not Covered	\$25	Not Covered	\$25	70% after deductible
Well Child Care	\$20 copay (to age 6)	None	\$20 (up to age 19)	70% after deduct	\$20	50%, No deductible	\$20 (up to age 19)	Not Covered
Hospitalization	First 120 days- 100%; Day 121-365- 100% of first \$5, then 90%	First 120 days- 100% of UCR; Day 121-365- 100% of first \$5, then 70% of UCR	\$200 per admission copay	70% after deduct	\$200 per admission copay	50% after deductible	100%	70% after deductible
Pre-natal visits	100% no deductible	100% of UCR, no deductible	\$25 for first visit, then 100%	70% after deduct	\$25 for first visit, then 100%	50% after deduct	\$25 for first visit, then 100%	70% after deduct
PCP Office Visits	\$20	70% after deductible	\$20	70% after deduct	\$20	50% after deductible	\$20	70% after deduct

Note: Summary is intended to provide cursory comparison of plans. Please refer to specific plan books for greater detail.

**Camden County Medical Plan Options  
\$20 Copay PCP**

Benefits	AmeriHealth Administrators		Aetna		AmeriHealth		Horizon	
	PPO Plan 4		POS 20		POS 20		POS 20	
Specialist Office Visits	In-Network \$25	Out-of-Network 70% after deductible	In-Network \$25	Out-of-Network 70% after deduct	In-Network \$25	Out-of-Network 50% after deductible	In-Network \$25	Out-of-Network 70% after deduct
Surgery (O/P)	100%	100% of UCR for facility; 70% of UCR after deductible for physician's charges	\$100 copay per visit	70% after deduct	\$25 copay	50% after deductible	\$20, PCP or \$25 Specialist	70% after deductible
Surgery (I/P)	Physician's charge- 100%; Facility charge- same as Hospitalization	Physician's charge- 70% of UCR after deductible; Facility charge- same as Hospitalization	\$200 per admission copay	70% after deduct	\$200 per admission copay	50% after deductible	\$200 per admission copay	70% after deductible
Lab & X-Ray	100%	70% of UCR after deductible	100%	70% after deduct	100%	50% after deductible	100%	70% after deductible
Emergency Room (life threatening)	100%	100% of UCR	\$50	\$50	\$75	\$75	\$35	\$35
Skilled Nursing	100%; 30 day max per confinement	100% of UCR; 30 day max per confinement	\$200 per admission copay, limited to 100 days per calendar year	70% after deduct, limited to 100 days per calendar year	\$200 per admission copay, limited to 120 days per calendar year	70% after deduct, limited to 120 days per calendar year	100% up to 100 days	70% after deductible; up to 60 days
Rehabilitation Therapy (Speech, Physical & Occupational)	90%	70% of UCR after deductible	\$25, 60-day consecutive benefit period	70% after deduct	100%, day limit varies depending on type of therapy	50% after deductible	\$20, PCP or \$25 Specialist	70% after deductible
Durable Medical Equipment	90%	70% of UCR after deductible; 80% of UCR for diabetic supplies	Not covered	70% after ded., must pre-certify if over \$1,500	100%	50% after ded., \$2500 benefit maximum per calendar year	100%	70% after deductible

Note: Summary is intended to provide cursory comparison of plans. Please refer to specific plan books for greater detail.



**Camden County Medical Plan Options  
\$20 Copay PCP**

Benefits	AmeriHealth Administrators		Aetna		AmeriHealth		Horizon	
	PPO Plan 4		POS 20		POS 20		POS 20	
Home Care	In-Network 100%	Out-of-Network 70% of UCR after deductible	In-Network 100%	Out-of-Network 70% after ded., limited to 60 visits per calendar year	In-Network 100%	Out-of-Network 50% after deductible	In-Network 100%	Out-of-Network 70% after deductible, up to 100 visits
I/P Mental Health	60 Visit Calendar Year Max 100%	50% of UCR after deductible	\$200 per admission copy; 35 day max	70% after deductible; 30 day max	\$200 per admission copy; 35 day max	50% after deductible; 35 day max	\$200 per admission copy, 45 day max; 90 days/lifetime max	70% after deductible; 30 day max; 90 day lifetime max
O/P Mental Health	40 Day Lifetime Max	50 Day Lifetime Max						
	90%	70% of UCR after deduc	\$25; 20 visit max	70% after deductible; 30 visits	\$25; 20 visit max	50% after deductible; 20 visits	\$25; 50 visits/year; 150 visits/lifetime	70% after deductible; 20 visits/year; 80 visits/lifetime
I/P Substance Abuse	60 Visit Calendar Year Max \$200 deductible per admission applies then 100% for first 25 days; then 90%	50% of UCR after \$200 admission deductible up to 50 days	\$200 per admission copy; 30 day max	70% after deductible; 30 day year; 90 day lifetime max.	\$200 per admission copy; 30 day max	50% after deductible; 30 visits	\$200 per admission copy, 45 day max; 90 days/lifetime max	70% after deductible; 30 day max; 90 day lifetime max
O/P Substance Abuse	90%	70% of UCR after deductible	\$15; 20 visit max.	70% after deductible; 30 visit max; per calendar year; 120 visit lifetime max.	\$25	50% after deductible	\$25; 50 visits/year; 150 visits/lifetime	70% after deductible; 20 visits/year; 60 visits/lifetime
	Combined I/P & O/P Substance Abuse Calendar Max- \$15,000; Lifetime Max- \$50,000				Combined 60 visits per calendar year, 120 visits per lifetime			

Note: Summary is intended to provide cursory comparison of plans. Please refer to specific plan books for greater detail.