

AGREEMENT
PROSECUTOR OF THE COUNTY OF PASSAIC
AND
PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION
January 1, 2015 - December 31, 2019

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2016, by and between the PROSECUTOR OF THE COUNTY OF PASSAIC (hereinafter the "Prosecutor") and PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION (hereinafter the "Association").

PREAMBLE

Both parties recognize that the paramount purpose of this Agreement is to maintain the high standards of excellence, morale and performance now in existence in the Passaic County Prosecutor's Office.

Other purposes of this Agreement are:

- (a) The promotion of harmonious relations between the Prosecutor and its employees;
- (b) The establishment of an equitable and peaceful procedure for the resolution of differences;
- (c) The establishment of fair rates of pay, hours of work and other conditions of employment satisfactory to both parties; and
- (d) The prevention of the interruption of the efficient and effective operation of the Prosecutor, which operation is essential to the well-being of the citizens of Passaic County.

ARTICLE I - MANAGEMENT RIGHTS

The Prosecutor retains the right in accordance with applicable laws and procedures, to:

- (a) Direct employees.
- (b) Hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees, including the right to take disciplinary action when an employee fails to comply with management requests.
- (c) Relieve employees from duties because of lack of work or for other legitimate reasons.
- (d) Maintain the efficiency of the government operations entrusted to it.
- (e) Determine the methods, means and personnel by which such operations are to be conducted.
- (f) Take whatever action may be necessary to carry out its functions in situations of emergency.

ARTICLE II - RECOGNITION

The Prosecutor recognizes the Association as the sole and exclusive authorized bargaining representative for all assistant prosecutors, excluding the first assistant prosecutor and deputy first assistant prosecutors.

ARTICLE III - PERSONAL LEAVE

(A) Every employee shall be permitted a maximum of three (3) personal leave days per year with pay. Such personal leave may be granted in one-hour increments.

(B) The employee shall provide three (3) days advance notice of such leave except in the event of personal emergency. Approval of such leave request shall not be unreasonably refused. Except as provided herein such leave shall not be cumulative.

(C) In the event the Prosecutor does not approve the employee's leave request and as a result one or more of the personal leave days is not taken within the calendar year as per past practice, then the unused personal leave day(s) may be carried over to the next calendar year.

(D) An employee may request of the Prosecutor, for good cause shown, to carry over personal leave day(s) to the next calendar year. Approval of such requests shall be within the discretion of the Prosecutor.

ARTICLE IV - BEREAVEMENT LEAVE

(A) Employees covered by this Agreement shall be allowed three (3) days off with pay at the employee's straight time pay for death in the immediate family.

(B) The immediate family for the purpose of this section is defined as a spouse, children, including step and foster children, employee's natural parents and current step-parents, grandparents, grandson and granddaughter, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

(C) Each employee covered by this Agreement shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter, mother or father.

(D) Employees covered by this Agreement shall be allowed one (1) day off with pay at the employee's straight time pay to attend the funeral of other family members, provided the funeral occurs on a regular workday.

ARTICLE V - SICK LEAVE

(A) Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month.

(B) Unused sick days shall be cumulative from year to year.

(C) After an employee has used ten (10) or more sick days in any one calendar year, the Prosecutor shall have the right to demand that the employee furnish a note from his/her doctor that said employee was in fact ill.

(D) After an employee has used five (5) continuous sick days, the Prosecutor shall have the right to demand that the employee furnish a note from his/her doctor that employee was in fact ill.

(E) Newly hired employees shall earn sick leave at the rate of one (1) day for each month of completed service during the remainder of the calendar year of their employment.

(F) Upon retirement, an employee shall be entitled to the cash equivalent of one-half of his/her total remaining and accrued sick time, up to a maximum of \$15,000.00.

ARTICLE VI - HOLIDAYS

- (A) The following days are recognized paid holidays, except as modified herein:

1/2 day New Year's Eve
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day and day after
1/2 day Christmas Eve
Christmas Day

(B) The Association recognizes the right of the Prosecutor to require employees to work on holidays.

(C) If an employee is required to work on a holiday, s/he shall be compensated for such work at two (2) times the employee's regular rate for all hours worked, or compensatory time at two (2) times the hours worked, whichever method the Prosecutor in its absolute discretion deems proper.

(D) If a holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday.

(E) If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day at the Prosecutor's option.

ARTICLE VII - VACATION AND COMPENSATORY TIME

(A) The existing practice concerning vacations and compensatory time off shall continue as per past practice with the exception that each employee shall be entitled to two (2) additional days of compensatory time.

(B) An assistant prosecutor who attains the statutory salary maximum shall be entitled to one (1) additional compensatory day for the year following the salary increase which resulted in reaching the maximum. This entitlement, which is not cumulative, shall continue each year until the assistant prosecutor is no longer at the statutory salary maximum.

(C) The Prosecutor and the Association agree that it continues to be the policy of this office that employees utilize vacation time during the months of July and August and that employees assigned to trial courts (including Family Part) should attempt to utilize their vacation time so as to coincide with the vacation time of the Judge to whom they are assigned.

(D) However, upon good cause shown, the Prosecutor agrees to grant reasonable requests for use of vacation time during months other than July and August provided such requests may be granted without impairing the functioning of the office.

(E) Each employee shall be entitled to the following paid vacation dependent upon his/her date of hire:

1. Employees hired on or before May 29, 2008 shall receive the following vacation each year: 20 days.
2. For employees hired after May 29, 2008 the vacation schedule shall be

1-5 years	12 days' vacation per year
6-10 years	12 days' vacation per year
11-15 years	15 days' vacation per year
16-20 years	18 days' vacation per year
20+ years	20 days' vacation per year

(F) Compensatory time may be taken by employees in one (1) hour increments.

(G) Notwithstanding the 90% salary cap pursuant to Article XVI, subsection (G), each employee, shall be entitled to two thousand dollars (\$2,000) each year (non-compounding) in compensation for serving as law enforcement legal advisors. The \$2,000 compensation shall be paid in one sum by way of a separate check by the first pay date in March each year.

(H) A Chief Assistant Prosecutor or Senior Assistant Prosecutor in charge of a unit shall be entitled to an additional two (2) vacation days per year during any year in which s/he serves in the position as Chief Assistant Prosecutor or Senior Assistant Prosecutor in charge of a unit.

ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

(A) Except as provided herein, all health insurance, dental insurance, life insurance, disability insurance and the Prescription Drug Plan shall remain in effect as per past practice.

(B) Each employee in the bargaining unit will contribute to his/her healthcare premium as required by Chapter 78, P.L. 2011. The Association reserves all rights under the Law.

(C) Employees hired after June 8, 2015 shall not be entitled to enroll in the County's Traditional Health Care Plan. Such employees shall be entitled to enroll in any other plan offered by the County, subject to Paragraph E below.

(D) Employees hired on or before June 8, 2015 shall maintain their existing health insurance coverage, i.e. the Blue Cross/Blue Shield Pace Program equivalent, subject to Paragraph E below, and shall be permitted to remain or enroll in the County's Traditional Health Care Plan.

(E) The following shall apply to all employees to whom the Prosecutor provides health insurance coverage:

1. The deductible for health insurance shall be \$250.00 for anyone selecting single coverage and \$500 for anyone selecting family coverage.

2. Employees shall pay \$15 co-pay per doctor visit.

3. Out-of-Pocket maximums shall not exceed \$200/400 for in-network services.

4. For employees who are enrolled in the County's Traditional Health Care Plan, County will reimburse employees the following amounts for all "out-of-network" charges incurred by the employees (the operative dates below shall apply to when the services are performed):

(1) Effective August 1, 2015, all out-of-network charges would be paid at 250% of the Medicare Rate Schedule.

(2) Effective January 1, 2016, all out-of-network charges would be paid at 250% of the Medicare Rate Schedule.

(3) Effective January 1, 2017, all out-of-network charges would be paid at 180% of the Medicare Rate Schedule.

(4) Effective January 1, 2018, all out-of-network charges would be paid at 150% of the Medicare Rate Schedule.

Notwithstanding the foregoing, any employee who, on or before August 1, 2015, informs the Prosecutor in writing of his/her intention to retire on or before June 1, 2016, and, thereafter, does retire on or before June 1, 2016, shall not be subject to this provision regarding a change in "out-of-network" reimbursement. In the event that an employee submits notice of retirement by the deadline, and thereafter, does not retire on or before June 1, 2016, he or she shall be subject to the foregoing provision retroactively.

5. For employees who are enrolled in a plan other than the County's Traditional Health Care Plan, Out-of-Pocket maximums shall not exceed \$600/1,000 for out of network services.

6. Pre-admission review and case management shall be part of the health insurance program. It is specifically and expressly agreed, that under the pre-admission review and case management provisions of the health plan, in the event of a disagreement between the employee's physician(s) and the plan's physician(s) as to proposed surgery or course of treatment, the decision of the patient and/or patient's physician shall control. In such event, the plan shall pay the expenses of the chosen surgery or course of treatment in accordance with the plan's normal payment schedules for same.

7. The co-pay under the Prescription Drug Plan shall be \$5.00 for generic drugs and \$10.00 for brand name drugs. Co-pay amounts for mail order drugs shall be \$10.00 per prescription (per three month supply) for generic drugs and \$20.00 per prescription (per three month supply) for brand name drugs.

(F) In the event that the County changes its present insurance carriers and/or insurance plans, the new coverage for any and all health and insurance benefits shall be equal to or greater than, but not less than, the benefits and coverage levels presently in effect.

(G) In the event the Prosecutor/County desires to change health care providers, or enter into a program of self-insurance regarding coverage for any existing benefits, the Association agrees to reopen negotiations solely as to that issue; provided, however, that no change shall be made in the benefits provided for in this Article without the full consent of both parties.

(H) In the event an employee is laid off (not resigned, terminated or retired), the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days except if paid for by another Employer.

(I) In the event of an employee's death, the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days.

(J) Except as provided in this Agreement, County policy concerning the provision of health benefits to retired employees shall be applicable to Prosecutor's Office employees who retire. Except as provided in this Agreement, it is acknowledged and agreed that the County may change its policy at its discretion in accordance with the Employer-Employee Relations Act. The following terms are specifically agreed to with respect to retired employees and cannot be unilaterally changed by the County without further negotiation and agreement by the Association:

1. Each employee who has retired and who subsequently retires shall be entitled to continue participation in the Prescription Drug Plan.

2. Each employee hired on or before June 23, 2008, shall be entitled to continue his/her participation in the health insurance plan and participation in the Prescription Drug Plan upon retirement paid for by the Prosecutor and under the same terms and conditions as were applicable immediately prior to retirement, so long as s/he is employed by the County of Passaic, in any capacity, at the time of retirement and has at least twenty-five (25) years of credited service in a State-approved retirement system.

In addition, for any employee hired on or before June 23, 2008, he/she shall be entitled to continue his/her participation in the health insurance plan and participation in the Prescription Drug Plan upon retirement so long as he/she is employed by the County of Passaic at the time of retirement and has at least twenty (20) but less than twenty-five (25) years of credited service in a State-approved retirement system. Said employee shall pay monthly for benefits in accordance with the "Schedule of Premium Charges and Health Benefits" costs applicable to retired County employees with eighteen (18) to twenty-four (24) years of service, despite the fact that on June 9, 2009, the County discontinued the provision of such pro-rated benefits.

Those individuals who are eligible for the benefits set forth in Article VIII J(2) include, but are not limited to, the list of individuals compiled in conjunction with the Settlement Agreement between Passaic County Prosecutor and County of Passaic and Passaic County Assistant Prosecutor's Association, dated June 24, 2008, and attached hereto as **Schedule A**.

3. Each employee hired after June 23, 2008 and on or before June 8, 2015 shall be entitled to continue his/her participation in the health insurance plan and participation in the Prescription Drug Plan upon retirement paid for by the Prosecutor and under the same terms and conditions as were applicable immediately prior to retirement, so long as s/he is employed for twenty-five (25) years with the County of Passaic in any capacity and has at least twenty-five (25) years of credited service in a State-approved retirement system.

4. Each employee hired after June 8, 2015 shall be entitled to, upon retirement with twenty-five (25) years of service to the County of Passaic in any capacity, enroll only in the Horizon Advantage EPO Design 4 Plan or an equivalent (attached hereto as **Schedule B**). This provision does not impact employees who are hired on or before June 8, 2015, whose post-retirement benefits shall continue to be governed by the terms and conditions set forth in paragraphs (2) and (3) above.

5. In addition to the foregoing, each employee is eligible for health insurance and prescription benefits, as set forth above depending upon his/her date of hire, upon retirement if s/he retires in a disability pension or if s/he is age sixty-two (62) and has at least fifteen (15) years of employment with the County of Passaic.

6. For purposes of this Paragraph (J), if an employee is or was laid off for financial reasons and is or was subsequently rehired, his/her hire date shall be considered his/her initial hire date for purposes of determining benefits upon retirement as set forth in Paragraphs (2), (3) and (4) above.

(K) None of the provisions of this Agreement shall be construed so as to detrimentally alter the terms and/or conditions of retirement health benefits provided to employees who have retired prior to the execution of this Agreement.

ARTICLE IX - INVESTIGATION OF ASSISTANT PROSECUTORS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of a member of the office shall be at a reasonable hour, preferably when the member of the office is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogation shall take place at a location designated by the Prosecutor. Usually it will be at the Prosecutor's Office or the location where the incident allegedly occurred.
- (3) The member of the office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the office is being interrogated as a witness only, s/he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (5) The member of the office shall not be subject to any offensive language, nor shall s/he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
- (6) At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the office, if s/he so requests, to consult with counsel, and/or his/her Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the office, which shall not delay the interrogation beyond one (1) hour of consultation with his/her Association representative, nor more than two (2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.
- (7) In cases other than department investigations, if a member of the office is under arrest or if s/he is a suspect or the target of a criminal investigation, s/he shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
- (8) Nothing herein shall be construed to deprive the Prosecutor's Office or its officers of the ability to conduct the routine and daily operations of the office.
- (9) These rules shall apply to personal interrogations of members, but shall not apply to requests for written reports.

ARTICLE X - EMPLOYEE LIABILITY

The Prosecutor and the County shall provide legal defense and indemnification in all cases in accordance with the terms of the prevailing law at the time the claim arises.

ARTICLE XI - NON-DISCRIMINATION

The Prosecutor and the Association agree that the provisions of this Agreement shall be applied: equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

ARTICLE XII - FULLY BARGAINED PROVISIONS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE XIII - SEPARATION OF EMPLOYMENT

(A) Upon discharge, the employee will receive no later than the next pay period all monies to which s/he is entitled.

(B) Upon resignation, the employee will receive no later than the next pay period all monies to which s/he is entitled, provided that the employee has notified the Prosecutor at least two (2) weeks prior to such resignation.

ARTICLE XIV - GRIEVANCE PROCEDURE

(A) **Definition**

(1) A grievance shall be defined as a complaint by an employee, group of employees or the Association.

Class A grievance shall be defined as a complaint that there has been a violation of a term or condition of this Agreement.

Class B grievance shall be defined as a complaint that there has been a violation of a policy or an administrative decision.

(2) The term "employee" shall mean any regularly employed individual covered in Article II - "Recognition."

(B) **Procedure**

Step 1: Within ten (10) working days of its occurrence the matter shall be reduced to writing on an approved grievance form and submitted to the First Assistant Prosecutor. The First Assistant Prosecutor shall respond no later than ten (10) working days from receipt of the written grievance.

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed within ten (10) days in writing to the Prosecutor. The Prosecutor shall have ten (10) working days in which to respond.

Step 3: In the event the grievance is not resolved at Step 2 and provided the grievance is a Class A grievance, then the Association and only the Association may submit the matter within ten (10) days to binding arbitration in accordance with the procedures of the New Jersey Public Employment Relations Commission.

The written request for arbitration by the Association must be filed with the Public Employment Relations Commission and a copy served upon the Prosecutor's response at Step 2.

- (1) No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- (2) Written dispositions of all grievances shall be forwarded to the Association.
- (3) In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- (4) Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
- (5) Documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
- (6) Meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
- (7) A grievance must be raised at Step 1 no later than ten (10) working days following its occurrence.
- (8) Nothing in this Agreement or grievance procedure shall affect or apply to the right of the Prosecutor to discipline or discharge employees nor deprive any employee of their rights in such cases pursuant to civil service rules and regulations or otherwise.

ARTICLE XV - EXISTING POLICIES

(A) The provisions of any valid and existing Board of Chosen Freeholder Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides for some other benefit.

(B) In the event the Board of Chosen Freeholders, negotiate an improvement in any wage or fringe benefit on a County-wide basis; then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding.

(C) The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of the Passaic County Prosecutor's Office, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

(D) Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee covered by this Agreement pursuant to any rules, regulations, instructions, directives, memorandum, statutes or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVI - SALARIES

(A) All employees shall continue to receive the same negotiated salary steps as per the Salary guide in place on December 31, 2014.

(B) Effective and retroactive to January 1, 2015, all employees in the bargaining unit will receive a cost of living raise of zero (0.00%).

(C) Effective and retroactive to January 1, 2016, all employees in the bargaining unit will receive a cost of living raise of zero (0.00%).

(D) Effective and retroactive to January 1, 2017, all employees in the bargaining unit will receive a cost of living raise of zero (0.00%).

(E) Effective January 1, 2018, all employees in the bargaining unit will receive a cost of living raise of zero (0.00%).

(F) Effective January 1, 2019, all employees in the bargaining unit will receive a cost of living raise of zero (0.00%).

(G) It is further agreed that the salary cap for all employees covered by this agreement shall be set at ninety percent (90%) of the Prosecutor's salary; the salary cap of ninety percent (90%) shall continue as a percentage cap in the event of any salary increases received by the Prosecutor.

The parties agree that in no event shall the salary (including longevity) of any Chief Assistant Prosecutor, Senior Assistant Prosecutor or Assistant Prosecutor exceed ninety percent (90%) of the Prosecutor's salary during the term of this contract.

(H) It is further understood that, pursuant to Article II of this contract, the Prosecutor retains the discretion to set the salaries of Deputy First Assistant Prosecutors and First Assistant Prosecutor at levels above those applicable to all other assistant prosecutors.

(I) Increments shall be paid when due to all eligible employees according to the employee's anniversary date, pursuant to the Salary Guide for Legal Staff of the Passaic County Prosecutor's Office, a copy of which is attached to this Agreement as Schedule C.

(J) Steps 11, 12, 13 and 14 on the Chief Assistant Prosecutor's payline are eliminated, as per the Legal Staff Salary Scale, a copy of which is attached to this agreement as Schedule C.

(K) Steps 9 and 10 on the Chief Assistant Prosecutors payline shall be discretionary steps.

(L) Discretionary Step 14 of the Senior Assistant Prosecutor's payline is eliminated, as Per the Legal Staff Salary Scale, a copy of which is attached to this agreement as Schedule C.

(M) Step 12 on the Senior Assistant Prosecutor's payline shall be changed from a mandatory step to a discretionary step.

(N) Discretionary steps shall continue as steps for which an employee who has reached the preceding step shall be eligible on his/her anniversary date. Such increments are at the discretion of the Prosecutor as to each respective employee so eligible.

(O) Steps A, B, and C are eliminated from the Salary Guide.

(P) It is agreed that, except as provided herein, assistant prosecutors hired after November 1, 1991 shall not be entitled to receive longevity benefits during the course of their employment with the Prosecutor's Office. It is also agreed, however, that the Prosecutor, in his/her discretion, may waive this provision and extend longevity benefits to a new employee if s/he deems same appropriate in an individual hiring context.

(Q) Employees hired on or before November 1, 1991, shall receive Longevity Pay to be determined by length of employment as follows:

2% of base pay at the completion of 7 years.

4% of base pay at the completion of 10 years.

6% of base pay at the completion of 15 years.

8% of base pay at the completion of 20 years.

10% of base pay at the completion of 25 years.

(R) For all assistant prosecutors receiving longevity, it is hereby agreed by and between the parties that when the total sum of an assistant prosecutor's base pay plus longevity reaches or exceeds \$97,750.00, then immediately at that point and permanently thereafter, longevity payments shall be reduced by one-half (50%) (i.e., 10% of base pay shall become 5% of base pay; 8% shall become 4%; 6% shall become 3%; 4% shall become 2%, and 2% shall become 1%).

(S) All assistant prosecutors hired after November 1, 1991 shall be entitled to senior service pay pursuant to the following schedule:

1. \$1,500 after the completion of ten (10) years of service
2. \$2,500 after the completion of fifteen (15) years of service
3. \$3,500 after the completion of twenty (20) years of service
4. \$5,000 after the completion of twenty-four (24) years of service

"Service" is defined as service with the Passaic County Prosecutor's Office.

ARTICLE XVII - SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XVIII - WORK INCURRED INJURY

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Prosecutor shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Prosecutor.

The employee shall be required to present evidence by a certificate of a responsible physician that s/he is unable to work and, the Prosecutor, may reasonably require the said employee to present such certificates from time to time.

In the event the employee contends that s/he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Prosecutor or by its insurance carrier, then, and in the event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, if there is an appeal therefrom, the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the employee is attending an Prosecutor sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

ARTICLE XVIII - WORK INCURRED INJURY (continued)

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

In the event of disagreement concerning whether the injury is disabling or work-connected, the matter may be submitted to an arbitration panel of three (3) physicians - one of the employee's choice, one of the Prosecutor's choice and a third selected by the two (2) physicians appointed by the parties.

ARTICLE XIX - PERSONNEL FILES

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

Upon advance notice and at reasonable times, any member of the Prosecutor's Office may at any time review his/her personnel file. However, this appointment for review must be made through the Prosecutor or his/her designated representative.

Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to the employee and s/he shall be given the opportunity to rebut any material if s/he so desires, and s/he shall be permitted to place said rebuttal in his/her file. (When the employee is given a copy of the complaint, the identification of the complaint shall be excised.) However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all the details of the complaint, including the identity of the complainant.

All personnel files, will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, unless such removal is agreed upon by both the Prosecutor and the employee. Unless so agreed, removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

Each employee shall be supplied with a written certification from the Prosecutor prior to the end of the calendar year which shall state the number of accumulated vacation days, sick days, personal days and any other time which is available to the employee.

ARTICLE XX - LAWYERS' FUND FOR CLIENT PROTECTION

The assessments by the Lawyer's Fund for Client Protection directed by the Administrative Office of the Courts as to practicing attorneys shall be paid by the County for all years of this Agreement.

ARTICLE XXI - AUTOMOBILE INSURANCE GUARANTEE FUND

Any assessments by the New Jersey Automobile Insurance Guarantee Fund shall continue to be paid or reimbursed for employees covered under this Agreement.

ARTICLE XXII - DUES DEDUCTION AND AGENCY SHOP

(A) Section 1: The County agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in possession of the County a current written assignment; individually and voluntarily executed by the employee. The Association shall be responsible for securing the signatures of its members of the forms and delivering the signed forms to the County.

Section 2: The County will deduct the current uniform dues from the pay of the employee(s) on a biweekly basis provided that if an employee has no pay coming from such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of employee(s) in any one month only those dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.

Section 3: In the event that a refund is due any employee for any sums deducted from wages are paid to the Association, it shall be the responsibility of such employee to obtain appropriate refund from the Association.

Section 4: All sums deducted by the County shall be remitted to the Association not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

Section 5: If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.

Section 6: The Association shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with any of the provisions of this Article.

ARTICLE XXII - DUES DEDUCTION AND AGENCY SHOP (continued)

(B) Section 1: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Agreement within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in any amount equal to eighty-five (85%) percent of the regular Association membership dues, fees, and assessments as certified to the Prosecutor by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Associations entitlement to the representation fee shall extend beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Prosecutor.

Section 2: The Association agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Association under this Article.

ARTICLE XXIII- TERM AND RENEWAL

(A) The term of the Agreement shall be for five (5) years and shall run until December 31, 2019 or until a successor agreement is reached. In the event such a successor agreement is not reached by December 31, 2019, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement in all respects during any interim period until a successor agreement is reached.

This means, inter alia, that during any such interim period, the Prosecutor specifically agrees to continue to:

1. Award all salary step increases an employee may be entitled to pursuant to Article XVI;
2. Provide health and related coverages for all employees pursuant to Article VIII;

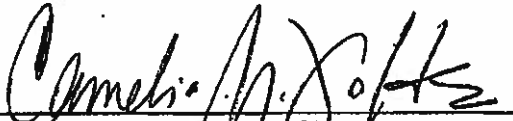
It is further specifically intended by the parties that this Article shall survive the expiration of the underlying Agreement, shall be severable therefrom and shall continue in full force and effect until a successor agreement is reached.

(B) It is understood that this Agreement shall be binding upon the parties, their successors and assigns and that upon notice to either party pursuant to the regulations of the Public Employment Relations Commission, either party shall have the obligation to commence negotiations for a successor agreement pursuant to the rules of the New Jersey Public Employment Relations Commission.

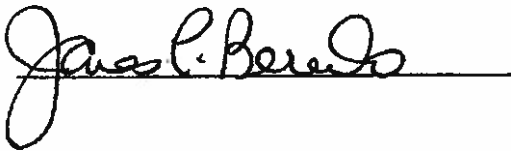
(C) The County at its sole discretion can change from a bi-weekly payroll to a bi-monthly payroll.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and attested
to this 8th day of MARCH, 2016.


PASSAIC COUNTY PROSECUTOR.


PASSAIC COUNTY PROSECUTOR
Camelia M. Valdes

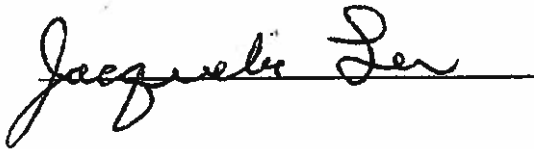
WITNESS:



PASSAIC COUNTY ASSISTANT PROSECUTORS
ASSOCIATION

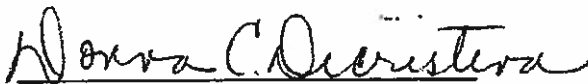

Andrew C. Palestini, President
Passaic County Assistant Prosecutors
Association

WITNESS:




Anthony J. DeNova
Passaic County Administrator

WITNESS:



SCHEDULE A

LIST OF INDIVIDUALS HIRED ON OR BEFORE JUNE 23, 2008

Schedule A

Grandfathered Assistant Prosecutors

Jennifer Bedrin, Salvatore Bellomo,
James Berado, Steven Braun, Neil Cleary,
Robert Corrado, Gyselle Da Silva,
George Davey, Paul DeGroot,
Denise DeHaan, Michael DeMarco,
Joseph DeRusso, Walter Dewey,
Paul Dilella, Marc Festa,
Brian Fiorello, Christopher Freid,
Susan Greco, Jason Harding,
Keith Hoffman, Robert Holmsen
Christopher Hsieh, Latoya Jenkins,
Joanne Kaminski, Eileen Kane,
Nubar Kasaryan, John Latoracca,
Joseph McCabe, Jay McCann,
Sumana Mitra, Justine Niccollai,
Andrew Palestini, Eugenia Pfund,
David Pine, Robert Pringle,
Mark Ranges, Peter Roby,
Lisa Squitieri, Jason Statuto,
Nina Surich, Laura Tencza,
Joshua Vasquez, Lisa Verlardi,
Nancy Warmington,
James Wilson.

SCHEDULE B

HORIZON ADVANTAGE EPO DESIGN 4 PLAN

NEW ACA BASE PLAN

Advantage EPO DESIGN 4



Benefit	In-Network Benefits Only (Includes Bluecard network)
Benefit Period	Calendar year
Deductible	
Individual	\$2,500
Family	Two deductibles per family
Coinsurance	100/50%
Maximum Out of Pocket	
Individual	\$5,000
Family	\$10,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited
Lifetime Maximum	Unlimited
Primary Care Physician Selection	Not Required
Doctor's Office Visits	
Primary Care Office Visit	100% after \$30 copay A primary care physician is a general or family practitioner, internist or pediatrician
Specialist Office Visit	100% after \$50 copay A referral is not required to visit a specialist.
Maternity Visits	100% after \$30 copay Copay applies to 1st visit only Dependent children are ineligible for Maternity/Obstetrical Benefits.
Allergy Testing and Treatment	100%
Preventive Care	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
Diagnostic Procedures	
Laboratory	100% in office setting or Labcorp 50% after deductible in outpatient facility
Outpatient X-ray/Radiology Services	100% in office setting 50% after deductible in outpatient facility
CT/CAT Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.	
Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.	
Hospital Care	
Inpatient Admission (including maternity)	50% after deductible
Room and Board	50% after deductible
Pre-admission Testing	50% after deductible
Surgery in Hospital	50% after deductible
Inpatient Physician Services	50% after deductible
Outpatient Dept. Services	50% after deductible
Emergency Care	
Emergency Room	50% after \$100 facility copay
Ambulance	50% after deductible
Outpatient Surgery	
Hospital Outpatient Surgery	50% after deductible
Surgery in an Ambulatory SurgiCenter	50% after deductible
Mental Health Services	
Inpatient	50% after deductible
Outpatient department	50% after deductible
Office setting	100% after \$50 copay

Advantage EPO DESIGN 4

Substance Abuse Services	
Inpatient	50% after deductible
Outpatient department	50% after deductible
Office setting	100% after \$50 copay
Alcohol Abuse Services	
Inpatient	50% after deductible
Outpatient department	50% after deductible
Office setting	100% after \$50 copay
	Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Value Options at 1-800-626-2212.
Other Services	
Acupuncture	Not covered
Bariatric Surgery	Not covered
Diabetic Education	100% after office copayment
Diabetic Supplies	50% after deductible
Durable Medical Equipment	50% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after \$30 copay
Home Health Care	50% after deductible
Hospice Care	50% after deductible
	100% after copayment in office setting 50% after deductible in outpatient facility Limited to 4 egg retrievals per lifetime
Infertility (including in-vitro fertilization)	
Physical Rehabilitation Facility Inpatient Services	50% after deductible Limited to 60 days per benefit period
	50% after deductible Limited to 30 visits per benefit period (8-hour shifts)
Private Duty Nursing	
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after office copayment 30 visit maximum per therapy, per benefit period
Skilled Nursing Facility/Extended Care Center	50% after deductible Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after office copayment 25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after \$50 copay
Vision Hardware	\$100 every two years
Prescription Drugs	Covered under a freestanding prescription program
Eligibility	Dependent children, including full-time students, are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Pre-Existing Conditions	Not applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	Not applicable

The Advantage EPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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 Three Penn Plaza East, Newark, New Jersey 07102

SCHEDULE C
2015-2019 SALARY GUIDE

