

AGREEMENT

BETWEEN

THE PROSECUTOR OF MIDDLESEX COUNTY

STATE OF NEW JERSEY

And

THE MIDDLESEX COUNTY ASSISTANT PROSECUTORS  
ASSOCIATION

January 1, 2009 to December 31, 2012

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THIS AGREEMENT made this 16<sup>th</sup> day of July, 2009 by and between THE COUNTY PROSECUTOR OF MIDDLESEX COUNTY, (hereinafter referred to as the Employer) and THE MIDDLESEX COUNTY ASSISTANT PROSECUTORS ASSOCIATION, (hereinafter referred to as the Association).

WHEREAS, the Association has been selected as the exclusive bargaining agent by the Employees hereinafter to be defined; and

WHEREAS, said Association has been in negotiations with the Employer; and

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected Employees:

## **I. RECOGNITION**

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all Middlesex County Prosecutor's Assistant Prosecutors, excluding the First Assistant Prosecutors and the Deputy First Assistant Prosecutor. The Association and each person covered by this Agreement expressly acknowledge the special employment relationship that exists whereby each person's employment is "at will" and serves at the pleasure of the Prosecutor. Nothing herein shall be construed to abrogate state law which vests the Prosecutor with legal powers and responsibilities in the exercise of the police power that can not be bargained away.

## **II. ASSOCIATION REPRESENTATIVES**

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association Activities.

### III. WAGES

A. Effective January 1, 2009, all eligible Assistant Prosecutors on the County payroll as of December 31, 2008, shall be entitled to a 0.0% negotiated wage increase to their base salary as of December 31, 2008, retroactive to January 1, 2009.

B. Effective January 1, 2010, all eligible Assistant Prosecutors on the County payroll as of December 31, 2009, shall be entitled to a 2.0% negotiated wage increase to their base salary as of December 31, 2009.

C. Effective January 1, 2011, all eligible Assistant Prosecutors on the County payroll as of December 31, 2010, shall be entitled to a 3.0% negotiated wage increase in their base salary as of December 31, 2010.

D. Effective January 1, 2012, all eligible Assistant Prosecutors on the County payroll as of December 31, 2011, shall be entitled to a 3.75% negotiated wage increase in their base salary as of December 31, 2011.

E. All Assistant Prosecutors when hired shall be hired at a starting salary as determined by the Prosecutor. Thereafter, salary adjustments shall be made in accordance with this Agreement. Nothing contained herein shall in any way prohibit the Prosecutor from reducing or increasing the salary of any member of the bargaining unit for reasons within the discretion of the Prosecutor.

F. Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increases, with the exception of retirees and deceased Employees (except merit increases).

G. Parity Provision.

The County agrees to extend the this Association for the purpose of this contract any voluntarily negotiated and agreed to increase in annual base salary (wages only) with any law enforcement union in the Middlesex County Prosecutor's Office that is in excess of the negotiated annual base salary increase (wages only) agreed to by this Association. This agreement specifically excludes arbitration awards, settlements which are Court or Arbitrator ordered, or settlements which are not approved by the Board of Chosen Freeholders of the County of Middlesex.

#### IV. HOURS WORKED

Employees will normally work during the hours of 8:30 a.m. and 4:15 p.m., Monday through Friday, except when otherwise directed by the Prosecutor or his designee. It is further stipulated and agreed that the Assistant Prosecutors are professionals and will not be paid overtime compensation.

## V. LONGEVITY

All eligible employees shall be entitled to longevity payments which shall be based upon their salary as of December 31<sup>st</sup> of the prior calendar year with a maximum base of thirty thousand (\$30,000) starting with the completion of the eight (8<sup>th</sup>) year of service as follows:

9 through 15 years =	4%
16 through 20 years =	6%
21 years and over =	8%

The rate of longevity and schedules of payments shall continue as per past practice defined in a Freeholder Resolution of March 11, 1971, as amended.



## VI. MEDICAL BENEFITS

### A. Vision Care

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once every two calendar years. This benefit shall not be cumulative.

Eye examination	\$ 50.00
Lenses and Frames	<u>\$ 90.00</u>
Maximum	\$140.00

### B. Dental Care

The County shall provide an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for Employees as of December 31, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contribution to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions

shall not exceed 14.99% of previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. **Health and Hospital Insurance**

1. **Eligibility**

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. **Level of Benefits**

The County, through the Middlesex County Joint Insurance Fund, MMCJIF, shall continue to provide to all eligible employees and qualified dependents on the payroll as of September 7, 2000 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependants who are enrolled in the Traditional Indemnity Plan as of September 7, 2000 shall be permitted to

continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

1. **Employee Contribution to Premium Costs**

a. All eligible County employees on the payroll or on authorized leave as of September 7, 2000 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the Employee for as long as they are continuously so employed subject to paragraph f below. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service subject to paragraph f below.

b. Employees who enter County service or become eligible for medical insurance coverage after September 7, 2000 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C., 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan

which shall not be offered to new employees after December 3, 2000.

c. New Employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

d. New Employees, as defined above, earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an Employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001- \$30,000	25%	\$ 400
\$30,001-\$35,000	35%	\$ 650
\$35,001-\$40,000	45%	\$ 900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

e. The costs of premiums for the respective plans selected by the Employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected Employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration.

Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.

f. Any employee transfer or promotion into this unit after the date this contract is executed, who was required to contribute to the premium payment by the labor contract of their prior union or the County Personnel Policy (if they were not in a union), whose annual salary in this union is over \$25,000, shall be required to continue contributing to the premium payment for their health insurance coverage.

4. Prescription Coverage

For 2009, the County shall continue its 1998 level of prescription coverage for all present and future Employees for the term of the contract. Eligible employees and their dependants shall not be required to make co-payment for generic drugs prescribed by a duly licensed physician. Eligible Employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

Effective 1/1/2010, the prescription for co-pay shall be increased to \$3.00 for generic drugs prescribed by a duly licensed physician, and \$5.00 for name brand drugs prescribed by a duly licensed physician. Co-pay for current retirees and retirees during the term of this contract shall remain \$.0 for generic and \$3.00 for brand name drugs prescribed by a duly licensed physician.

5. Retirement Benefits

a. Retired County Employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County Employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to Employees who honorably retire after twenty-five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and Employees who qualify for and are approved by New Jersey Department of Personnel for receipt of disability retirement benefits.

c. Retired Employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active Employees. Retired Employees shall not be entitled to dental benefit unless so offered by the County at some later date at the County's discretion and terms.

6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

## VII. HOLIDAYS

A. All Employees as defined in this contract shall receive the following fourteen (14) holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving Day
14. Christmas Day

B. Any Employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the Employee's leave of absence.

### VIII. PERSONAL DAYS

All Employees shall be permitted up to four (4) personal days off each year for any personal purposes. Personal days not used will be forfeited and may not be carried over beyond the end of the calendar year. Personal days may be taken on separate days or consecutively; however, the Employee should, if possible, give the Employer three (3) days' notice for one personal day, four (4) days notice for two (2) consecutive personal days, and five (5) days notice for three (3) consecutive personal days to be taken by the Employee. New Employees shall accrue one (1) personal holiday at the end of the third month (total four per year) of employment, and severance pay shall be calculated considering personal days on the basis of one accrued personal day per each three (3) month period of employment completed in the year said employment is terminated.

### IX. BEREAVEMENT

All Employees shall receive five (5) working days leave with pay in the event of the death of an Employee's spouse or child and a maximum of three (3) working days leave with pay in the event of the death of his/her son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts, uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time. Requests for bereavement leave will be communicated to the First Assistant Prosecutor by the Employee with leave commencing the next day following the day of death.



## X. VACATIONS

A. A new Employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of the Employee's first 12 months of employment, a pro-rata number of vacation days shall be credited to the Employee for the balance of the calendar year which includes the Employee's first anniversary of employment.

B. All Employees subject to employer's approval based upon the needs of the office, shall be granted vacation leave based upon the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day of each month
One to five years	Twelve working days
Six to nine years	Fifteen working days
Ten to twelve years	Sixteen working days
Thirteen to twenty years	Twenty working days
Twenty-first year or more	Twenty-five working days

It is understood that when reference is made to range of years, such as "six to nine years", such reference to "six" means the start of the sixth year.

Every effort shall be made to schedule work, insofar as possible, to avoid changes in an Employee's scheduled vacation. Vacation time may be used on a day-to-day basis when approved in advance by the Employee's supervisor. It shall be assumed that an Employee with one or more years of service will remain in the serve for the full calendar year, or portion thereof from date of hire, and is entitled to use all

vacation time for that year when requested as permitted by the vacation schedule. Any Employees leaving the services of the County shall have unused vacation time paid him/her on a pro-rated basis. If separation from service occurs before the end of the year and more vacation days have been taken than have been earned, the per diem rate of pay for the excess days shall be deducted from the Employee's final pay.

The Prosecutor or his designee shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Prosecutor agrees to give reasonable consideration to an employee's wishes in this regard, and shall make every effort to respect the request of the affected employee.

## XI. SICK LEAVE

- A. A new Employee shall earn sick leave at a rate of one and one-quarter (1¼) days per month until completion of one (1) full year of employment. Upon completion of the Employee's first 12 months of employment, a pro-rata number of sick days shall be credited to the Employee for the balance of the calendar year which includes the Employee's first anniversary of employment. Thereafter, annual sick leave of fifteen (15) days shall be credited to the Employee at the beginning of each successive year. Unused sick leave may be carried over from year to year to be used in the case of severe injury or illness. Paid holidays occurring during a period of sick leave shall not be charged to sick leave. Any policy adopted by Middlesex County dealing with the use and/or abuse of sick days, which is more stringent than the policy described herein, shall take priority. Sick days may only be used for illness and not as additional vacation time.
- B. If termination of employment occurs before the end of a calendar year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the Employee's final pay.
- C. Days lost due to injury or illness for which the Employee has a claim for Worker's Compensation which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave. During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an Employee may take an accumulated sick

leave. In the event a leave with pay is granted, the sick leave used by the Employee will be recredited to the Employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

D. Accumulated Sick Leave at Retirement

1. Each County Employee in the career service of the County of any employee not in the career service who has been authorized to receive sick leave under terms and conditions similar to career employees shall be entitled, upon retirement from the County, to receive a lump sum payment, as supplemental compensation pursuant to the formula set forth in the County Personnel Policy Section 1:11-3(2), provided, however, that an Employee shall not be eligible for supplemental compensation payments in the event said employee elects a deferred retirement benefit.

2. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.00. Annual compensation is defined to be the annual base pay and longevity at time of retirement.

3. The lump sum supplemental compensation provided herein for said accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired Employee under any other statute.

4. An Employee who has incurred or shall incur a break in service as a result of separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment, regardless of whether such separation occurred prior to the effective date of this act. An Employee incurring a break in service for any other type of separation on and after the effective date of this act shall have his sick leave computed only from the date of return to employment. The provision of this paragraph shall not be applicable nor available for the benefit of any Employee who shall resign or leave the employ of the County upon said Employee's own volition. An approved leave of absence shall not be considered as a break in service.

5. In the event of an Employee's death after the effective date of retirement but before payment is made, the payment shall be made to the Employee's estate.

6. The number of earned and unused accumulated sick leave days for which supplemental compensation is to be paid shall be based upon the records of the Middlesex County Personnel Office and shall be certified to the Board of Chosen Freeholders by the Personnel Director as Certifying Agent for the New Jersey Department of Personnel within 45 days from the date of application made by an Employee. Payment shall be made from a special account established for the purposes set forth herein.

7. Eligible Employees shall have the option of accepting any amounts due them in up to three payments, with the final payment to be made no later than two (2) years from the time of initial eligibility.

8. County Employees who retire as a result of an accidental or ordinary disability retirement and who meet all other applicable requirements shall be eligible for sick leave reimbursement upon retirement for unused sick leave. If such Employees receive lump sum payment and subsequently re-enter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County service subsequent to an accident or ordinary disability retirement shall begin earning sick leave in a manner similar to a newly hired Employee.

9. In the event of a County employee's death prior to the effective date of their retirement, if the person has been a County employee for a continuous and uninterrupted period of at least 15 years immediately prior to their death and has remaining on the County's books unused accumulated earned paid sick time, the deceased employee's estate shall be entitled to receive the decedent's unused accumulated earned paid sick leave computed at the rate of one-half (1/2) of the eligible deceased employee's daily rate of pay for each day of earned unused accumulate sick leave based on the average annual compensation received during the last year of the employee's employment prior to the date of the employee's death, provided, however, that no such lump sum payment shall exceed \$15,000.00. This sum may be subject to adjustment for taxes, federal and state withholdings, and any financial obligations that the deceased employee may have to the County. Annual compensation is defined to be the annual base pay and longevity at the time of death.

## **XII. RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

The Employer agrees to make available to the Association all public information, as determined by the Office of County Counsel, concerning the financial resources of the County together with information which may be necessary for appropriate Association business needs. All requests shall be made through the First Assistant Prosecutor or Deputy First Assistant Prosecutor. Whenever any representative of the Association or any Employee is mutually scheduled by the Parties to participate during working hours in negotiations, conferences or meetings, he or she shall suffer no loss in pay. The Association shall have reasonable use of bulletin boards and mailboxes. The Association will not schedule any membership meetings, or any meeting of its officers, during the normal work day (with the exception of the usual lunch hour).

## **XIII. PERSONNEL FILES**

Employees shall have the right to inspect and review their own individual personnel file at any reasonable time upon request to The First Assistant Prosecutor or the Deputy First Assistant Prosecutor, who shall have seventy-two (72) hours to provide the file directly to the employee for review. The Employee shall have the right to define, explain or object in writing any subject in his/her personnel file and such writing shall become part of the file. Whenever a writing reflecting any disciplinary action is placed in the Employee's personnel file, the Employee shall be notified.

#### **XIV. SAVINGS CLAUSE**

It is mutually understood and agreed that all benefits currently enjoyed by Employees shall remain in effect and become part of this Agreement, including any and all verbal or written agreements pertaining to working conditions made with the Middlesex County Prosecutor. It is agreed that all general fringe benefits given to all other County Employees by General County Policy will also be granted to the Employees covered by this Agreement.

#### **XV. MANAGEMENT RIGHTS**

All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement. It is Expressly acknowledged by the Association that the Prosecutor has special legal powers which can not be abridged or otherwise bargained away.

Notwithstanding the above, the Prosecutor or other designees hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America including but without limitation the following rights, privileges and functions.

a. The executive management and administrative control of the Middlesex County Prosecutor's Office, its properties and facilities, the activities of its Employees related to their employment, and the right to impose reasonable rules and regulations



governing employment.

b. The right to hire all Employees, determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to increase salaries, promote, reassign, and transfer all such Employees.

c. The right to make reasonable rules or procedures, to determine schedules of work, as well as duties, responsibilities and assignments of all employees, and 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.

d. The right to determine if, how and when automobiles will be distributed among Assistant Prosecutors, it being further understood that no County issued automobile may be used in any matter or at any time for personal use.

e. The right to terminate or suspend, with or without pay, any Employee with or without cause. There is no right of appeal of this decision; and this paragraph shall not be modified or altered in substance, scope or application.

#### **XVI. NO STRIKE OR LOCK OUT**

Neither the Association nor the Employer or any Employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out, or any other intentional interruption of work.

## XVII. DUES-CHECK OFF

A. Upon presentation to the Employer of an authorization card signed by individual Employees, the County will deduct from each Employee's periodic pay the amount set forth on said dues check-off authorization. Thereafter, the County will, not later than the fifteenth (15<sup>th</sup>) day of the succeeding month, forward a check in the amount of all dues withheld during the proceeding month for this purpose to the Association Representative entitled to receive same, as certified by the Association.

### B. Representation Fee in Lieu of Dues

1. If an Employee covered by the Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those Employees who have not become members of the Association for the then current membership year.

The County will deduce from the salaries of such Employees, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

4. The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and will begin with the first paycheck paid:

Ten (10) days after receipt of the aforesaid list by the County; or

Twenty (20) days after the Employee begins his/her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) Days after the resumption of the employment in a bargaining unit position, whichever is later.

5. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the Association.

6. The Association will notify the County in writing of any changes in the list and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

7. The Association agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of

dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:A-5.5 and 5.6, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association.

#### **XVIII. MILEAGE ALLOWANCE**

Whenever an Employee shall be required to use his/her personal vehicle in any job connected capacity, he/she shall be entitled to an allowance of the Prevailing county rate per mile. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

#### **XIX. CLIENT SECURITY FUND**

Each Employee's Client Security Fund payment shall be paid by the Employer.

**XX. DURATION OF CONTRACT**

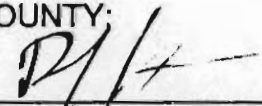
It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2009 until December 31, 2012. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated. This Agreement may be reopened by either party for the 2009 negotiations, upon notice in writing at least sixty (60) days and no more than ninety (90) days prior to December 31, 2012.


ASSISTANT PROSECUTORS  
ASSOCIATION:

  
\_\_\_\_\_  
Neil J. Usef III, President

ACKNOWLEDGED BY:

COUNTY:


  
\_\_\_\_\_  
Hon Bruce J. Kaplan, Prosecutor

  
\_\_\_\_\_  
Stephen J. Dalina, Freeholder Director  
Chosen Board of Freeholders

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ERIC M. ARONOWITZ, ESQ.  
FIRST DEPUTY COUNTY COUNSEL

Approved as to Form and Legality

  
\_\_\_\_\_  
First Deputy County Counsel