

ADDENDUM TO AGREEMENT BETWEEN COUNTY OF ATLANTIC AND COUNTY
PROSECUTOR'S OFFICE

AND

COMMUNICATIONS WORKERS OF AMERICA CWA LOCAL 1036

ASSISTANT PROSECUTOR UNIT CONTRACT FROM

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

PREAMBLE

This Addendum to the above Agreement is entered into by and between the ATLANTIC COUNTY PROSECUTOR, (hereinafter referred to as "the Employer"), the COUNTY OF ATLANTIC (hereinafter referred to as "the County") and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "the Union"), for the purpose of establishing wages, hours, and other terms and conditions of employment, together with procedures for the resolution of grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows:

This Addendum shall only apply to the provisions in the Agreement pertaining to ARTICLE 15. VACATION, paragraph 15.2 Vacation carryover and ARTICLE 26. SALARY AND COMPENSATION. All other articles and provisions in the agreement remain in full force and effect.

This Addendum will take effect on October 1, 2023.

ARTICLE 15. VACATION

15.2 Vacation Carryover. Employees shall be permitted to carry over up to the amount that can be earned in the calendar year worth of accumulated vacation days. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year. ~~Employees may have the option of selling back five (5) days per year of accumulated vacation time, if the County budget so permits. Employees shall be notified as of November 1st of each year of any accrued vacation that may be lost or ineligible for carry over.~~

ARTICLE 26. SALARY AND COMPENSATION

26.1 Salary Increases

A. Starting Salaries:

- a. Effective 1/1/2020, the starting salary for Assistant Prosecutors shall be established as \$60,000.
- b. [Effective on 10/1/23 the starting salary for Assistant Prosecutors shall be established as \$75,000.] Once hired, an Assistant Prosecutor shall receive all negotiated increases under this agreement unless they have left employment. Prior service as an attorney, with ACPO, and/or with another County Prosecutor's Office may be considered for salary placement above minimum.
- c. [Effective 10/1/23.] employees below the new minimum salary of ~~\$60,000~~ [\$75,000] will be increased ~~to the new minimum of \$60,000 effective to their date of hire.~~ [prospectively (not retroactive) as follows:
 - a. Employees with a salary at or above \$71,000 shall receive a \$4,000 upward adjustment to their current 2023 salary.
 - b. Employees with a salary below \$71,000 shall receive an increase to the new minimum of \$75,000.]
 - c. Employees hired [at or] above ~~\$60,000~~ [\$75,000 after the effective date of 10/1/23] will not receive an adjustment in the year of hire.

B. Merit:

The Prosecutor shall have the discretion to distribute merit adjustments to base salaries to Assistant Prosecutors in years 2021, 2022, ~~2023, and 2024~~. All Assistant Prosecutors shall be eligible for merit adjustments, provided an AP must be on board as of 12/31/20 to receive merit in 2021. The Prosecutor may, at his discretion, provide merit adjustments not to exceed \$5,000 for any individual employee in each year.

Evaluations will be conducted, and merit adjustments shall be determined by the Prosecutor in October 2021 and by November 1st of other years under this Agreement. Notice of merit determinations including employees and adjustment amounts shall be sent to the Union. Should the Prosecutor determine not to distribute any merit increases, he will notify the Union.

C. Annual Salary Increases

- a. In all years, an employee must be employed on January 1 of the year of the increase and employed as of ratification of this Agreement by the Union.
- b. Date of hire will be the most recent date of hire.

- c. January 1, 2020
- i. Hired 2002 or earlier: 2.75% increase.
 - ii. Hired 2003 – 2011: 3% increase.
 - iii. Hired 2012: Salary adjusted to \$86,000.
 - iv. Hired 2013: Salary adjusted to \$82,000.
 - v. Hired 2016 – 2019 with salary > \$59,000 on 12/31/19: Salary adjusted to \$74,000.
 - vi. Hired 2017 – 2018 with salary < \$66,000 on 12/31/19: Salary adjusted to \$66,000.
 - vii. Hired 2019 with salary < \$60,000 on 12/31/19: Salary adjusted to \$60,000.
- d. January 1, 2021
- i. Hired prior to 1/1/2021 with salary < \$64,000 on 12/31/20: Salary adjusted to \$64,000.
 - ii. All other employees: 2% increase to prior year salary.
- e. January 1, 2022
- i. Hired prior to 1/1/2022 with salary < \$64,000 on 12/31/21: Salary adjusted to \$64,000.
 - ii. All other employees: 2.5% increase to prior year salary.
- f. January 1, 2023
- i. Hired prior to 1/1/2023 with salary < \$64,000 on 12/31/22: Salary adjusted to \$64,000.
 - ii. Hired prior to 12/31/2022 with salary < \$66,000 on 12/31/22: 3% increase to prior year salary.
 - iii. All other employees: 2% increase to prior year salary unless:
 1. If on 12/31/22 employee has completed 10 years of employment with ACPO and salary less than \$100,000, employee will receive a 2% increase to prior year salary + \$2,500.
 2. If on 12/31/22 employee has completed 5 years of employment with ACPO and salary less than \$100,000, employee will receive a 2% increase to prior year salary + \$1,500.
- g. January 1, 2024
- i. ~~Hired prior to 1/1/2024 with salary < \$64,000 on 12/31/23: Salary adjusted to \$64,000.~~
 - ii. ~~Hired prior to 12/31/2023 with salary < \$66,000 on 12/31/23: 3% increase to prior year salary.~~
 - iii. ~~All other employees: 2% increase to prior year salary unless:~~
 1. If on 12/31/23 employee has completed 10 years of employment with ACPO and salary less than \$100,000 and did not receive 10-year adjustment in prior year, employee will receive a 2% increase to prior year salary + \$2,500.

2. If on 12/31/23 employee has completed 5 years of employment with ACPO and salary less than \$100,000 and did not receive 5-year adjustment in prior year, employee will receive a 2% increase to prior year salary + \$1,500.