

**AGREEMENT
BETWEEN
COUNTY OF ATLANTIC and COUNTY PROSECUTOR'S
OFFICE**

**AND
COMMUNICATIONS WORKERS OF AMERICA
CWA LOCAL 1036**

ASSISTANT PROSECUTOR UNIT

January 1, 2020 through December 31, 2024

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PREAMBLE

This Agreement is entered into by and between the ATLANTIC COUNTY PROSECUTOR, (hereinafter referred to as "the Employer"), the COUNTY OF ATLANTIC (hereafter 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:

ARTICLE 1. RECOGNITION

1.1. Bargaining Unit. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Assistant Prosecutors of the Atlantic County Prosecutor. Excluded from the aforementioned units are managerial executives, confidential, clerical, police and fire employees, victim witness advocates, law clerks, paralegals and part-time employees who work less than twenty (20) hours as defined above, and employees who are represented in other units.

1.2. Use of Titles. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

ARTICLE 2. NON-DISCRIMINATION

2.1. Discrimination Prohibited. In accordance with and to the extent of statute, including the New Jersey Law Against Discrimination, no employee will be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, sex, familial status, marital status, age, religious opinions or affiliation, mental or physical disability including perceived disability and AIDS and HIV status, gender expression, liability for military service, atypical hereditary cellular or blood trait, genetic information, sexual or affectional orientation, political affiliation or union membership, or legal participation or non-participation in Union activities.

ARTICLE 3. DEDUCTION OF UNION DUES AND REPRESENTATION FEES

3.1. Dues Check off. The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The Secretary-Treasurer of the Union shall certify the amount of such deductions to the Employer. The Employer shall remit the dues to the Union by the tenth calendar day after deductions are made, together with a list of employees from whose pay such deductions were made. Said employee list shall include name, address, social security number and amount of dues deducted and submitted for that period. Dues deductions for employees in the bargaining units shall not be made for any other employee organization. Dues deductions and employee lists shall be sent to: CWA, Secretary Treasurer's Office, Communication Workers of America, 501 3rd Street Northwest, Washington, DC 20001-2797.

3.2. Withdrawal of Dues Check off. In the event any employee withdraws his or her authorization for dues deduction by notice to the County Treasurer, such dues shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

3.3. Deduction of Representation Fees. For all employees in the bargaining unit(s) who do not pay dues in accordance with Section 3.1 above, the Employer shall instead deduct a representation fee equal as certified by the Union pursuant to N.J.S.A. 34:13A-5.5 et seq., to be remitted to the Union in the same manner as dues. In accordance with the aforementioned law and pursuant to the rules and regulations of the Public Employment Relations Commissions Appeal Board, the Union shall establish a demand-and-return system.

3.4. Employer Obligation. It is agreed that the Employer shall have no other obligation or liability, financial or otherwise, in connection with such fees, and that once

the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union.

3.5. Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

ARTICLE 4. UNION ACCESS AND RIGHTS

4.1. Furnishing of Union Bulletin Boards. Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

4.2. Union Stewards and Representatives. The Union has the sole right and discretion to designate employees who are authorized to serve as the Union's representatives, including Stewards and Alternates and Local Executive Board members. The Union will specify the responsibilities and authority of its representatives to act on behalf of the Union. The Union will provide the Employer with a complete list of its Stewards, Alternates, and Union representatives.

4.3 Union Privileges.

(a). When telephone messages for unit representatives are received by the Employer, the message will be delivered to the representative at the earliest possible time.

(b). Union representatives whose names have been provided in advance to the Employer shall be admitted to the premises of the Employer on Union business. Requests for visits shall be given with reasonable advance notice to the Employer and shall not be unreasonably denied.

(c). The union and employer agree that the union may utilize telephone, fax and email to communicate with members and its representatives related to union matters

ARTICLE 5. UNION LEAVE

5.1. Leave for Union Activities. The Employer agrees to allow a total of ten (10) days aggregate unpaid leave annually for all employees who are represented by the Union to participate in Union activities, to include but not be limited to meetings, conventions, workshops and trainings. Such days may be utilized in one-half day increments. All requests for Union leave must be submitted at least forty-eight (48) hours in advance, unless waived. Requests for union leave shall not be unreasonably denied.

5.2. Release Time for Meetings with Management. No Union representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1. Definition.

(a). A contractual grievance, for purposes of and within the meaning of this agreement, shall be defined as a breach, misinterpretation, improper application or non-application of the terms and conditions set forth in the language of this agreement.

(b). A non-contractual grievance for the purposes of and within the meaning of this agreement shall be defined as a breach, misinterpretation, improper application or non-application of all policies, procedures, rules and regulations as well as those specific management rights noted herein as may be practiced and/or adopted by the County during the life of this agreement.

(c). The burden of proof in grievance proceedings shall be upon the Union.

6.2. All grievances shall be filed and processed through the Union. The following steps shall be observed:

(a). **Step 1.** The grievance shall be submitted in writing to the First Assistant Prosecutor within ten (10) working days of the occurrence of the grievance or when the grievant became aware of the issue. The Union and the First Assistant shall meet to discuss the grievance within ten (10) working days and the First Assistant shall submit a written answer to the grievance within five (5) working days after the meeting.

(b). **Step 2.** If the grievance is not satisfactorily resolved at Step 1, the Union may appeal to the County Prosecutor within ten (10) working days after receipt of the written reply in Step 1. The Union and County Prosecutor may meet to discuss the grievance within ten (10) working days and the County Prosecutor shall submit a written answer to the grievance within five (5) working days after the meeting. The Union retains the right to file group grievances. A group grievance is a grievance which affects

two or more employees. Group grievances may proceed directly to Step 2 of the grievance procedure.

(c). **Step 3. Binding Arbitration.** Disputes concerning an interpretation, application or violation of a term or condition of the Agreement, which affects the income, hours or economic fringe benefits of the employee may be submitted to an arbitrator selected through the Public Employment Relations Commission, whose decision shall be binding upon the parties. The expense of such arbitration shall be borne equally by the parties. Only contractual grievances may be submitted to arbitration.

6.3. All constitutional and statutory authority of the Prosecutor is incorporated by reference into this Agreement. Procedures for resolving grievances are fully set forth herein. Nothing in this Article constrains the Union or Prosecutor from amicably settling grievances at or before any step in the grievance process.

6.4. A shop steward shall be permitted reasonable time to investigate, present and process grievances during work hours without loss of pay or time.

6.5. Upon written request, the Union and/or management may request the names of witnesses and the reason for their appearance, as well as copies of any and all documents which will be relied upon at hearing. Both parties agree to furnish the information no later than two (2) weeks prior to an arbitration hearing or three (3) working days prior to a step one or step two meeting. Failure by the union or management to furnish requested information within this time frame shall bar the non-producing party from introducing the information at any arbitration hearing. Time for submission at step one or step two meetings may be extended by mutual agreement of the parties. Said requests for extension shall not be unreasonably denied.

6.6. In the event that either party records the hearing, it shall be transcribed by either a licensed certified court reporter or certified court transcriber. The certified transcript shall

be provided to the Union, Employer, and fact finder with the Union and Employer bearing the expense equally.

6.7. The lack of response by the Employer in the prescribed time period shall be construed as a negative response.

6.8. Only the Union can appeal a grievance to arbitration.

6.9. Time limits may be extended by mutual agreement and requests for extension shall not be unreasonably withheld.

ARTICLE 7. DISCIPLINE

7.1. Effective January 1, 2010, an employee with less than ten (10) years of service as an Assistant Prosecutor may be disciplined or terminated at will.

7.2. Any disciplinary actions involving counseling, verbal or written warnings or reprimands shall be at the discretion of the Prosecutor, regardless of years of service.

7.3. Definitions:

(a). Minor discipline shall be defined as any suspension or fine or surrender of personal accumulated leave of five (5) days or less.

(b). Major discipline shall be defined as any suspension or fine or surrender of personal accumulated leave of six (6) or more days, demotion or termination.

7.4. For any employee with 10 or more years of service, the following provisions shall apply:

(a). For any minor discipline, the Prosecutor will meet with the employee to develop a corrective plan. The Union will be given a copy of the corrective plan and will be permitted to attend the meeting to discuss the plan. If the employee completes the corrective plan to the Prosecutor's satisfaction by the designated date, the discipline shall be retained for the record only. If the employee does not satisfy the corrective plan, then discipline will be imposed. The employee shall have no right of appeal.

(b). For any major discipline, the Prosecutor will provide the employee and the Union with written notice of the conduct and potential discipline. The Union will have the right to request, in writing, a meeting with the Prosecutor or his designee, within seven (7) calendar days of receipt of the notice. The meeting will occur within 10 calendar days. The meeting may be postponed by mutual consent. The purpose of the meeting

will be to discuss a corrective resolution. If there is no satisfactory resolution, the Union may appeal the discipline to advisory arbitration within fifteen (15) calendar days of the decision of the Prosecutor or his designee or within 15 calendar days of when the decision would be due. An arbitrator shall be selected in accordance with the rules and regulations of PERC, with each side splitting the costs of the arbitrator. There shall be no multiple arbitrators nor shall the arbitrator have the right to add, modify, expand, or subtract from the provisions of the collective bargaining agreement.

7.5. Employee Rights. Any employee who is subject to questioning by the County, Prosecutor, or its agents, and has reasonable cause to believe that discipline may result, is entitled to Union representation during such questioning. The Employer shall ensure that employees in such situations are notified of their Weingarten rights prior to any questioning.

7.6 Drug Testing.

(a). It is understood that all new employees are required to submit to a drug/alcohol test as a pre-condition of employment or re-employment. A positive result is the basis for dismissal or rejection for employment and is not subject to the grievance procedure.

(b). A current employee will be required to undergo drug testing if there is a reasonable suspicion of illegal drug use by the employee, which determination shall be made solely by the County Prosecutor or the First Assistant Prosecutor according to the following criteria:

(1). The employee manifests some physical signs or behavior indicating a reasonable basis for suspicion that the employee may be using drugs

(2). The employee's work product or activities have changed to such an extent that a reasonable basis exists for believing that he/she may be using drugs

(3). Other reasonable basis exists for suspecting illegal drug use.

- (c). The following procedures shall be utilized with respect to drug testing:
- (1). The results of any drug test shall remain confidential;
 - (2). Sample collection and testing shall be performed by an independent testing agency with qualified medical laboratory personnel;
 - (3). Any positive test shall be subject to confirmation by a second test using gas chromatography/mass spectrometry or another comparable method;
 - (4). The testing laboratory shall furnish to the Employer a description of its methodology, preserve any positive specimens, and document the chain of custody.

(d). Employees who test positive for illegal drug use shall be subject to discipline, up to and including termination.

(e). Drug testing shall be done as confidentially as possible and with respect for the dignity of employees. Employees will be entitled to have a union representative present for any drug test.

ARTICLE 8. HEALTH AND SAFETY

8.1. Legal Mandates. Statutory and regulatory mandates regarding occupational and environmental health and safety incumbent upon the Employer shall continue to be observed.

8.2. Safe and Healthy Workplace. The County and Prosecutor agree to provide a safe and healthy workplace in accordance with accepted standards and regulations.

8.3 Joint Health and Safety Committee.

(a). The Prosecutor and the Union shall form a Joint Health and Safety Committee to address the safety and health issues affecting Assistant Prosecutors and Agents of the Prosecutor. Management, the Assistant Prosecutors and Agents shall each designate one member and one alternate to serve on the Committee. It shall be the joint responsibility of the members of the safety committee or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the union or one of his alternates, with the approval of the employer, shall be permitted reasonable opportunity to visit work locations throughout the employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

(b). This Committee shall also make recommendations to the Prosecutor and County regarding safety and health issues affecting Assistant Prosecutors and Agents. In the event that an issue is submitted to the Committee, and the issue is not amicably resolved, it may be submitted through the grievance procedure.

(c). There shall be permitted an additional member and alternate appointed to represent the Clerical unit, in the event that they wish to participate in this Committee.

ARTICLE 9. MAINTENANCE OF OPERATIONS

9.1. Governmental Operations. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

9.2. Job Actions Prohibited. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike, work stoppage, slowdown, or walkout against the Employer during the term of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

9.3. Lockouts. No lockout of employees shall be instituted or supported by the Employer during the term of this Agreement.

9.4. Judicial Relief. Nothing contained in this Agreement shall be construed to limit or restrict the Employer or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of this Article.

ARTICLE 10. HOURS OF WORK

10.1. The normal work schedule shall consist of 35 hours, Monday through Friday. A normal work schedule is defined as a period of 5 consecutive days of work and 2 consecutive days off. The normal shift is defined as 8 hours between core hours of 7:00 am & 6:00 pm including a 1 hour unpaid lunch period, with the understanding that a normal shift will generally be 8:30 a.m. to 4:30 p.m. Shift approvals and changes are subject to the discretion of the Prosecutor and/or First Assistant Prosecutor.

APs may be assigned to shifts consisting of 8 hours (including 1 unpaid meal hour) on Saturdays or Sundays or outside of the core hours of Monday through Friday between 7:00 a.m. to 6:00 p.m. at the discretion of the Prosecutor or First Assistant Prosecutor based upon operational need.

APs will be given 72 hours advance notice of a change in work hours, except in exigent circumstances. Work/shifts consist of 8 hours worked consecutively (including a 1 hour unpaid meal break) during the scheduled work week. Work hours may not be changed except in exigent circumstances with the approval of the Prosecutor or First Assistant Prosecutor.

Pursuant to classification definition of titles under the FLSA, statutes, standards, rules and/or regulations, no member of the unit will be eligible for overtime compensation.

10.2. The employer and union recognize that the normal work schedule can change based upon professional responsibility to the Court, case preparation, and the needs of crime victims and law enforcement. However, neither the employer nor the union contemplates that such circumstances shall constitute a permanent change in an employee's normal work schedule.

10.3. Certain Assistant Prosecutors are assigned as legal advisors, and the Prosecutor has the discretion to assign any Assistant Prosecutor to the duties of legal advisor. In that capacity, legal advisors must be "on call" to answer legal advice questions from police officers.

- A. "Overnight" On-Call Legal Advisor Designation. Assistant Prosecutors assigned as "Overnight" legal advisors will perform the duties necessary to facilitate compliance with the Bail Reform Act. These "on-call" duties primarily consist of, but are not limited to, providing legal advice to police officers, making charging decisions, and reviewing emergent search warrants and telephonic blood draws. This designation requires the Assistant Prosecutor to serve as "overnight on-call legal advisor starting on Friday and ending on the following Friday as follows: The Assistant Prosecutor shall typically be "on-call" from 4:30PM until 8:30AM each weekday. On the weekend, the Assistant Prosecutor shall be "on-call" starting 4:30PM on Saturday until 8:30AM on Monday. While serving as the overnight on-call legal advisor, an Assistant Prosecutor shall not report to work but shall be expected to assist the office as needed.
- B. One Assistant Prosecutor shall serve as the Overnight Legal Advisor per week and shall be assigned by the Prosecutor or his designee. A minimum of eight (8) Assistant Prosecutors can serve in this capacity.

For each week performed as the overnight on-call legal advisor, the Assistant Prosecutor shall receive a stipend of \$425 which shall not be added to base salary. The stipend is earned for each week served but shall be paid on a quarterly basis starting January 1, 2022. Stipend payments shall be issued in the pay period following the quarter end, in one separate check, which shall not be subject to health benefits or payroll deductions.

- C. Invest Legal Advisor Designation. Some Assistant Prosecutors are assigned to special units that may require being "on-call" after-hours to provide legal advice or make charging decisions that require their specialized knowledge and expertise. An Assistant Prosecutor assigned to an Investigation Unit, currently the Special Victims Unit (SVU), the Guns Gangs and Narcotics (GGN) Unit, Major Crimes, and as may be created/changed from time to time by the Prosecutor, that the Prosecutor or his designee requires to be on-call after hours and designates as an "on-call." "Invest" legal advisor receive a quarterly stipend in the amount of \$500 which will not be added to base salary. "Invest"

stipends shall be paid on a quarterly basis. Stipend payments shall be issued in the pay following the quarter end, in a separate check, which shall not be subject to health benefits or payroll deductions. Under the current structure, a maximum of three (3) Assistant Prosecutors can serve in this capacity per quarter. The amount will be prorated in the event that an Assistant Prosecutor does not serve a complete quarter in this designation.

- D. Screening Unit Assignment. Certain Assistant Prosecutors are assigned to the "Screening" Unit for their normal work duties. This role involves facilitating compliance with the Bail Reform Act by being "on-call" during normal work hours. Assistant Prosecutors assigned to this unit will primarily, but are not limited to, the following: provide legal advice to police officers; make charging decisions; review search warrants and CDWs; file Motions for Pretrial Detention; make release decisions; and represent ACPO through appearances in court for Central Judicial Processing (CJP). Assignment to this unit is at the discretion of the Prosecutor.

Additionally, due to the time constraints imposed by the Bail Reform Act, Assistant Prosecutors in the Screening Unit are required to work on Saturdays on a rotating basis. Assistant Prosecutors assigned to the Screening Unit are also required to be "on call" on working holidays and County-observed holidays on a rotating basis. Finally, Assistant Prosecutors assigned to the Screening Unit are required to work on Sundays (on a rotating basis) to file Pretrial Detention Motions or make release decisions when the court's schedule so requires, typically when a holiday falls on the following Monday.

To compensate these employees for all of the duties associated with this assignment, those assigned to this Unit will receive a quarterly stipend in the amount of \$1,000, which will not be added to base salary. This stipend will be prorated in the event that an Assistant Prosecutor does not complete a full quarter in this Unit. Stipend payments shall be issued in the pay following the quarter end, in a separate check, which shall not be subject to health benefits or payroll deductions. The maximum number of Assistant Prosecutors who

are assigned to the Warrant Screening Unit and eligible for this stipend each quarter is five (5). It is understood that this maximum of five (5) includes the Chief Assistant Prosecutor assigned to oversee the Screening Unit.

- E. Nothing shall prevent the Prosecutor or his designee from designating an "Invest" legal advisor to serve a Tour as an "Overnight" legal advisor as the needs of the office require. Further, any "Invest" legal advisor required to serve as an "Overnight" legal advisor in this way shall be entitled to accrue both stipends.
- F. During the term of this Agreement, the parties may mutually agree to develop modifications to paragraphs A-D of the on-call legal advisor section, including but not limited to assignments and schedules. Any such agreement will be reduced to writing and signed by the Prosecutor and Union.

10.4. Any past practice with regard to the earning, accruing and cashing out of compensatory time for serving as a legal advisor is henceforth null and void. Those employees who have already earned and accrued compensatory hours for their service as a legal advisor will be grandfathered and will be allowed to keep their compensatory hours. These hours can be used or cashed out at separation; however, any hours cashed out will be paid at the employee's 2015 rate of pay, regardless of the employee's retirement date. The County will provide a list of employees with earned compensatory hours, alongside their 2015 hourly rate, to the Union and to the Payroll Department.

ARTICLE 11. TRAVEL EXPENSES

11.1. Mileage Reimbursements. The Employer agrees to reimburse employees who are required to use their personal vehicles for work in accordance with the standard mileage rate for business purposes as determined by the Internal Revenue Service for mileage in excess of the employee's normal commute to work at the County Prosecutor's Office. Expenses incurred for tolls and parking fees shall be reimbursed.

11.2. Meal Expenses. In the event an employee is required to travel for multiple days for work-related matters, the employee will be reimbursed for necessary meal expenses as follows:

Up to \$30 for the day of departure;

\$60 for each full day; and

\$30 for the return day, which includes a tip reimbursement up to 15%.

All meal reimbursements are subject to the completion of the required County forms 100 and 101.

11.3. Claims for Travel Expenses. Claims for reimbursement of travel expenses which total \$25 or more over the course of a month will be submitted for payment no later than the end of the following month. All travel expenses will be submitted before the end of the year in which they were incurred, except that expenses incurred in the month of December may be submitted by January 31 of the following year. Failure to submit a timely claim may result in denial of reimbursement.

Reimbursement shall be issued to employees within thirty (30) calendar days of the submission of expenses, provided such submission is complete and all appropriate documentation is supplied. The submission for reimbursement will be deemed complete and properly documented when it contains all items required by Policy and Procedure No. 102 of the County's Internal Control Manual and Procedures.

ARTICLE 12. EDUCATION AND TRAINING

12.1. College and other Educational Courses. Employees shall be eligible for either reimbursement and/or paid time off for college courses, seminars or other educational courses relating to the advancement or improvement of skills in the employee's field in accordance with County policy.

12.2. Licensing Fees and Related costs. The County agrees to reimburse employees for the payment of the Client Security Fund Fee. The County will reimburse employees for membership to the NJ State Bar Association, the Atlantic County Bar Association, and will also reimburse for membership in the Assistant Prosecutor's Association (APA) contingent upon the employee being a member of the Atlantic County Bar Association. The County will also pay for all necessary continuing legal education (CLE) courses provided that Assistant Prosecutors attend courses that are most economical and closest to the office subject to the needs of the Prosecutor's Office.

12.3. Training. Employees seeking attendance to training programs available through the County, State or other sources shall request approval at least one month prior to enrollment. Such training programs must be relevant to an employee's assigned job duties. The Employer shall pay all registration fees and allow paid time off for attendance. The Employer will make every effort to respond within two weeks of the request. Approval shall not be unreasonably denied.

12.4. Payment for Additional Certifications. Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the job, the Employer shall pay the applicable fee for such certification or license, including renewal fees.

ARTICLE 13. CREDIT UNION CHECKOFF .

13.1. The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to appropriate credit union as authorized by N.J.SA 40A:9-17.

ARTICLE 14. HOLIDAYS

14.1. All employees covered by this Agreement shall be entitled to all holidays proclaimed by the County of Atlantic for employees in the service of the County of Atlantic.

14.2. If additional holidays are declared by the County Executive or the Governor of the State of New Jersey, the employees covered by this Agreement will be granted the same.

14.3. Employees shall receive their regular seven (7) hours of pay for all designated holidays. In addition, employees in the Warrant Screening Unit only shall receive an alternate flex day to be used off within the month, if the following holidays fall on a regular day off within their workweek or if they are required to report to work on or in lieu of an actual/observed holiday: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The flex day off must be scheduled and approved by management staff, and must be scheduled in the month in which the holiday falls. Additionally, those employees who reported to work on Lincoln's Birthday in 2017 will receive a flex day off to be scheduled and approved by management staff within two months of the ratification of this agreement.

The following days shall be recognized as holidays:

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. Washington's Birthday
- d. Good Friday
- e. Memorial Day
- f. Juneteenth
- g. Fourth of July
- h. Labor Day

- i. Columbus Day
- j. General Election Day
- k. Veteran's Day
- l. Thanksgiving Day
- m. Day after Thanksgiving
- n. Christmas Day

ARTICLE 15. VACATION

15.1. Vacation Accrual. Vacation leave is credited and prorated in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis, notwithstanding the limitations of paragraph (a) below. All full-time employees shall earn vacation leave based on years of continuous service to the Employer as follows:

- (a) During the first year of employment, hire date to anniversary date, employees will earn one (1) day per month.
- (b) 2nd year of employment through 5th year of employment (anniversary date to anniversary date) – 15 days per employment year.
- (c) 6th year of employment through 10th year of employment (anniversary date to anniversary date) – 18 days per employment year.
- (d) 11th year of employment through 20th year of employment (anniversary date to anniversary date) – 20 days per employment year.
- (e) Beginning 21st year of employment – 25 days of vacation per year.
- (f) Vacation leave may be used in hourly increments. Annual allowances for part-time employees will be pro-rated.
- (g) Any advance leave days used but not earned will be recouped in the same calendar year, if possible, or the following calendar year.

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.

15.3. Payment upon Termination of Employment. Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

15.4. Scheduling of Vacation. Under normal circumstances, vacation leave time shall be granted only with prior approval of the employee's supervisor or designee. Requests for vacation leave shall be submitted in writing as far in advance as possible, and at least two weeks prior to the vacation leave. Requests for leave time of one day or less may be submitted forty-eight (48) hours in advance. Requests that do not conflict with operational needs shall not be unreasonably denied.

ARTICLE 16. SICK LEAVE

16.1. Employees covered by this Agreement shall be granted one (1) working day sick leave with pay per month from the date of appointment through December 31 of that year, and then fifteen (15) days sick leave with pay at the start of each calendar year thereafter.

16.2. The advancement of sick leave each year is based on the fact that it is anticipated that the employee will have continuous employment throughout the calendar year. Therefore, any advance leave days used but not earned will be recouped in the same calendar year, if possible, or the following calendar year.

16.3. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay at such time as same may be needed.

16.4. Sick leave, for purposes herein, is defined to mean absence from duty of the employee because of personal illness for which the employee is unable to perform the usual duties of his/her position, the exposure to a contagious disease, or the short period of attendance upon the member of his/her immediate family who is ill and requires the presence of such employee.

16.5. If an employee is absent for five (5) consecutive working days for any of the reasons set forth above, or if the employee is notified that evidence exists that sick leave is being abused, the employee shall provide to the Prosecutor acceptable medical evidence of the illness on the prescribed form. The nature of the illness and the anticipated length of time that the employee will be absent from work should be stated on a doctor's certificate. An employee who abuses sick leave may be subject to discipline.

16.6. An employee who does not expect to report for work because of illness, or for any of the other reasons acceptable for use of sick leave, will notify the immediate

supervisor by telephone or personal message prior to the start of the work day or as soon thereafter as practicable.

16.7. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local Department of Health.

16.8. The total years of service after permanent appointment of each employee shall be considered in computing accumulated sick leave due and available.

ARTICLE 17. MISCELLANEOUS PAID LEAVE

17.1. Administrative Leave.

(a). After the first year of employment, Employees shall be allowed three (3) days off with pay annually. Administrative leave time may not be carried over and if not utilized in the year accrued shall be forfeited. Time may be used in one-hour increments.

(b). New employees will receive administrative leave time according to their start date as follows:

January 1 through April 30: 3 days

May 1 through August 31: 2 days

September 1 through December 31: 1 day

17.2. Emergency Excusals. In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay.

(a). Employees who are required to work while the rest of the work force is excused because of extreme weather or other emergency, shall receive straight-time compensatory time off or cash at the option of the Employer for the time worked. Employees who are on leave or scheduled off in such cases shall not be entitled to any additional compensation as a result of emergency excusals.

(b). Employees who are not excused from work but are nonetheless prevented from getting to the job because of emergency conditions shall be permitted to use administrative leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

17.3. Jury Duty. Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return to work, unless expressly excused by the appropriate supervisor or department head. An employee

who is excused from work shall be required to turn over to the Employer any per diem fee received for jury duty.

17.4 Bereavement Leave.

(a). Employees covered under this Agreement shall suffer no loss of regular straight-time pay for absence due to death in the immediate family up to a maximum of three (3) days per occurrence.

(b). For purposes of this section, "immediate family" shall be defined in N.J.A.C. 4A:1-1.3. Immediate family means an employee's spouse, domestic partner (see section 4 of P.L. 2003, c.246), child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

(c). Sick leave, vacation or administrative leave or a furlough leave may be utilized for bereavement in excess of the bereavement leave provided in this section. An employee may also apply for a leave of absence on an emergency basis if he/she has exhausted all regular time.

(d). Reasonable documentation of a death in the employee's immediate family shall be produced by the employee if requested by the Employer. Although failure to produce documentation shall not be considered a disciplinary action per se, it is understood that such failure may result in denial of bereavement leave.

(e). Temporary/seasonal, pool employees or per diem employees are not eligible for bereavement leave.

17.5 Military Leave.

(a). Any member of the negotiations unit who is a member of the National Guard as defined in N.J.S.A. 38A:1-1 shall be granted leave in accordance with the following

provisions of N.J.S.A. 38A:4-4:

1. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State or of a county, school district or municipality who is a member of the organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty, provided, however, that the leaves of absence for Federal active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time.

2. Leave of absence for such military duty shall be in addition to the regular vacation or other accrued leave allowed such officers and employees by the State, county or municipal law, ordinance, resolution or regulation.

3. Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

(b). Any member of the negotiations unit who is a member of the Army National Guard of the United States or a member of the reserve component of any branch of the United States Armed Forces shall be granted leave in accordance with the following provisions of N.J.S.A.38:23.1:

1. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State, or of a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve

component of the Armed Forces of the United States, to leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leaves of absence shall not exceed 30 work days in any calendar year. Such leave of absence shall be in addition to the regular vacation or other accrued leave allowed such officer or employee. Any leave of absence for such duty in excess of 30 work days shall be without pay but without loss of time.

2. Notwithstanding subsection 1. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

ARTICLE 18. UNPAID LEAVES OF ABSENCE

18.1. Furlough Leave.

(a). Voluntary furlough leave will be in accordance with N.J.A.C. 4A:6. Upon written request, including proper documentation, an employee may be granted, subject to the approval of the employer, a leave of absence without pay for up to 30 days where necessary, but not for the purpose of sick leave, leave without pay for a disability or to seek or engage in alternative employment.

(b). The request for leave of absence must be made not less than two weeks prior to the commencement of the leave. Requests for intermittent furlough leave (one hour to one full day) normally requires 48 hours notice. An employee who wishes to extend a furlough leave beyond 30 days may request up to 60 days furlough extension leave without pay. This furlough extension leave may be taken in blocks of 10 working days, which need not be consecutive. Health benefits can continue during the furlough extension period if the employee pays the full premium amount. Furlough extension leave may be used for education of family care needs only. Furlough extension leave is subject to the approval of the appointing authority and the New Jersey Department of Personnel. Once an employee has used the equivalent of 30 days for a furlough and the equivalent of 60 days furlough extension leave, in a calendar year, the employee shall not be permitted to take a leave without pay unless it is approved by the employer.

(c). The furlough program will not affect anniversary date, health benefits (first 30 days), seniority, approved vacation, sick, compensatory, administrative leaves, or promotional opportunities. It will not affect payroll deductions such as pension, as long as there are enough hours worked in the pay period or if the employee buys back the hours through double deductions after returning from furlough. The furlough extension period will not affect accrual of leave time, anniversary date, or seniority but the employee must pay full cost of health coverage during the furlough period if they wish to continue health benefits during the extended furlough period.

18.2. Unpaid Personal Leave.

(a). Upon written request, including proper documentation, an employee may be granted, subject to the approval of the employer, a leave of absence without pay for up to six (6) months in accordance with New Jersey Department of Personnel Rules and Regulations. Leaves of absence for provisional employees are granted at the discretion of the employer.

(b). The request for the leave of absence must be made not less than two (2) weeks prior to the commencement of the leave, except in cases of extreme emergency. Such leave may be extended for an additional six months upon request.

(c). Any employee who is on an authorized leave without pay or non-paid status with the exception of Family Medical Leave or furlough leave, may be required to pay for continuation of coverage, depending upon the length of the leave or non-paid status. If payment is required, but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status. This will result in temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

18.3. Family and Medical Leave.

(a). It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact the Division of Human Resources for assistance and information on specific situations. The complete FMLA regulations appear at 29 C.F.R. §825 www.dol.gov and the complete FLA regulations appear at N.J.A.C. 13:14-1. Although this policy may add to your rights under the FMLA and the FLA, in instances where the FMLA and FLA regulations are more generous, they will be controlling.

(b). Definitions.

(1). Child. Child means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

(2). Chronic Serious Health Condition. A condition which: (i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(3). Family Member. Parent, child, or spouse and, under the FLA, one partner in a civil union couple.

(4). Key Employee. An employee who is among the highest paid 10% of all County employees; whose base salary is within the highest 5%; or whose base salary is one of the seven highest. For purposes of this Agreement, the Assistant Prosecutors shall be entitled to all FMLA rights afforded to employees not designated "key employees."

(5). Parent. Parent means a person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law (not included under FMLA), or legal guardian, having a "parent-child relationship" with a child as defined by law or having sole or joint custody, care, guardianship, or visitation with a child.

(6). Serious Health Condition. Serious Health Condition means an illness, injury, impairment, or physical or mental condition which requires:

- (i). inpatient care in a hospital, hospice, or residential care facility; or
- (ii). continuing medical treatment; or
- (iii). continuing supervision by a health care provider

(7). Spouse. A husband or wife as recognized by state law.

(8). Hours of Service or Base Hours. For purposes of determining eligibility, this means the actual hours worked as determined under the principles of the Fair Labor Standards Act. It also includes the hours an employee would have worked, but for being in military service. For the FLA, it includes hours for which the employee receives workers' compensation benefits.

(c). Eligibility.

(1). FLA leave.

- (i). The employee has worked for the county for a total of 12 months, and
- (ii). The employee has a minimum of 1000 base hours in the past 12 months.

(2). FMLA leave.

- (i) The employee has worked for the county for a total of 12 months which need not have been consecutive, and
- (ii) The employee has a minimum of 1250 service hours in the past 12 months.
- (iii) Special rules apply to Key Employees. Contact Human Resources for details. Notwithstanding the definition of a "key employee" all Assistant Prosecutors shall be entitled to full FMLA/FLA entitlements provided they otherwise qualify in accordance with the eligibility provision of this subsection.

(d). Leave Entitlement

(1). **FMLA leave.** An employee is entitled to a total of 12 work weeks of unpaid leave during the 12 month period measured forward from the date the employee's first FMLA leave begins, for any of the following reasons:

- (i) birth, adoption or placement for foster care of a child;
- (ii) to care for an immediate family member (spouse, parent or child) with a serious health condition;

- (iii) the employee's own serious health condition;
- (iv) a chronic serious health condition.

(2). **FLA leave.** An employee is entitled to a total of 12 work weeks of unpaid leave during a 24 month period measured forward from the date the employee's first FLA leave begins, for any of the following reasons:

- (i) birth, adoption or placement for foster care of a child;
- (ii) to care for family member (spouse, parent, child or a partner in a civil union) with a serious health condition.

NOTE: Because of the interaction of the FMLA and FLA there are some situations in which the length of leave entitlement will be more than 12 weeks. Also, leave for the birth, adoption or placement of a well child must be commenced within one year of the date of birth, adoption or placement and may be spread over a maximum period of 24 months. Consult the Division of Human Resources for specific leave determination.

(3). Intermittent and Reduced Leave.

- (i) Intermittent and reduced leave are available under both the FMLA and FLA.
- (ii) For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious health condition is involved.
- (iii) Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.

- (iv) **Spouses.** In conformance with New Jersey FLA law, where a husband and wife both work for Atlantic County, they will not be required to share leave time.

(4). Paid or Unpaid/ Relation to Other Leave Provisions.

- (i) The County will designate all qualifying absences as FMLA/FLA leave. The leave will run concurrent with eligible absences including, but not limited to, those under Workers' Compensation, State Disability, a Medical Leave, a Personal Leave, the Disability Pool Program, Vacation, Administrative Leave and Sick Leave.
- (ii) An employee may choose to use paid leave during an absence for an FMLA/FLA qualifying reason so that paid leave would be used concurrently with the FMLA/FLA entitlement. The County will not require employees to use paid leave time while out on FMLA/FLA leave. The County recognizes the obligation to provide FMLA leave in no way limits the County's legal obligation to provide reasonable accommodation to employees under ADA or the NJLAD, their regulations and the administrative and decisional law interpreting those laws.

(5). **Health Benefits.** An employee who is absent under FMLA/FLA leave will have his/her health benefits maintained.

(6). **Other Benefits.** It is the County's policy to maintain the following benefits under the indicated circumstances: Life Insurance - For unpaid FMLA/FLA leaves, pension life insurance will continue for a period of up to one year. In accordance with regulations promulgated by the State of New Jersey Division of Pensions in cases where official leave is taken for personal illness (FMLA leave) pension life insurance will continue for a period of up to two years. In cases where an official leave of absence is taken for personal reasons, family leave or leave for child care which implicates both FMLA and FLA leave, pension life insurance will continue for a period of up to 93 days.

(7). **Accrual of Pension Benefits.** An employee does not earn service credits while on an unpaid leave of absence. Pension credit accrues as usual for paid leaves. For unpaid leaves, pension credit will not accrue. However, employees may have the opportunity to purchase the time, up to two years, by contacting the Division of Pensions within one (1) year of returning to active employment.

(8). **Recovery of Costs of Maintaining Benefits.** If an employee does not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; or 2) other circumstances beyond employee's control, as defined by 29 C.F.R. 825.213(a) the employee may be required to reimburse the County for the County's share of health insurance premiums paid on employee's behalf during the FMLA leave.

(e). **Reinstatement Rights.** At the expiration of an employee's FMLA/FLA leave the employee is entitled to be restored to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment, unless the employee would have lost his or her position without regard to the leave, such as in a reduction in force. Special rules may apply to Key Employees.

(1). Employees who use leave beyond their FMLA/FLA entitlement are not covered by the FMLA/FLA protections, such as reinstatement, continuation of medical coverage, etc. once their FMLA/FLA leave entitlement is exhausted. Nothing within this provision will require immediate action by the employer.

(f). **Notification by Employee.**

(1). **Foreseeable Circumstances.** The employee is required to provide written notice to the county of the need to take FMLA/FLA leave 30 days in advance or, where the leave is unforeseeable, as soon as practicable. Failure to

provide advance notice may delay the granting of FMLA/FLA leave until 30 days, after notice is given.

(2). **Unforeseen Circumstances.** When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than one or two working days. Initial notification may be oral to the department designee. The County may require written confirmation.

(3). An employee must provide sufficient information to the County to establish an FMLA/FLA qualifying reason for the requested leave.

(4). **Requesting Leave.** An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave and submit it to their supervisor within the required time frame for notice.

(5). **Certification.** The County requires the need for leave for the serious or chronic serious health condition of an employee or the employee's immediate family member be supported by a certification issued by a health care provider. The County Medical Certification Form is to be used for this purpose. No other less comprehensive form or note will be accepted. Although an employee is required to provide the County with "medical facts" supporting the leave request, the employee need not provide the County with a diagnosis but must include a probable return to work date (See certification form #5a). The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for a family member.

(6). **Initial Certification.** An employee must return the County Medical Certification Form as soon as possible, but no later than 15 calendar days after being informed of the need to provide certification. Failure to provide the certification in a timely manner may result in delay of the leave until the

certification is received. If the County Medical Certification Form is not returned by the employee, FMLA/FLA leave may be denied.

(7). **Confirmation of Certification.** A health care provider representing the County may contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. The County may, at its own expense, require an employee to obtain a second medical certification from a health care provider. The County may choose the health care provider for the second opinion with certain restrictions.

If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly approved by the County and the employee, shall be final and binding as to the County's decision to grant FMLA/FLA leave exclusively and shall not be binding in any other forum. The County will provide the employee with a copy of the second and third medical opinions, where applicable, upon request by the employee. Absent extenuating circumstances, the requested copies are to be provided within two business days.

(8). **Recertification.** The County may require an employee to submit subsequent re-certifications on a periodic basis, to the extent permitted by the Federal Family Medical Leave Act, 29 CFR § 825.308. The employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.

(9). **Certification of Fitness to Return to Work.** The County will require a certification of fitness to return to work under the same conditions as set forth in the paid sick leave policy. Failure to provide a return to work certification may result in delay of restoration to employment until the certification is submitted.

(g). **Timeframe.** The period within which leave can be taken will be measured forward from the date the employee's first FMLA/FLA leave begins.

(h). **Outside Employment.** Both the FMLA and the FLA have regulations and restrictions concerning outside employment during qualifying leave. No employee can accept outside employment until a moonlighting form (P.S. 3.10) is completed and approved. An employee who fraudulently obtains FMLA leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions.

(i). **Return to Work.** The County requires an employee to report periodically on his/her status and intention to return to work. The employee may return to work earlier than originally anticipated provided the employee gives the county two business days notice and a new medical note.

(j). **Monitoring by Department.** The department shall be responsible for monitoring the following:

(1). the name of any employee who has been out sick for six consecutive work days.

(2). employee requests to use sick or other leave for reasons that qualify as a serious health condition.

(3). The name of any employee who has no paid leave time available but needs to be absent from work due to a qualifying FMLA/FLA reason.

(4). Notifying the employee of their FMLA/FLA rights within two business days.

(5). Any employee requests for FMLA/FLA leave.

(k). **Notification by Department.** Each department is responsible for notifying the Division of Human Resources of all the situations as listed above. The Department is obligated to notify employees of potential FMLA/FLA leave eligibility and shall counsel the employees as to their rights and details of the program

(l). **Determination of Leave Eligibility.** The designated department representative shall review all requests for time off which may qualify as FMLA/FLA. This review includes securing the appropriate information and documentation of eligibility and medical certification. The department shall submit all possible FMLA/FLA requests on the Request for Leave form with a preliminary determination to the Division of Human Resources for review and final determination.

(m). **Notification of Leave Designation.** The Division of Human Resources will notify the department of the approval or denial of the designation. The department will be responsible for notifying the employee. If the county is unable to immediately obtain sufficient information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation and final approval or denial. The County is obligated to notify employees of potential FMLA/FLA leave eligibility and shall counsel employees as to their rights and details of the program.

(n). **Exercise of Rights.** The County shall not take any adverse action against an employee who exercises his or her rights under the FMLA or FLA.

18.4. Continuation of Health Benefits. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Leave Act shall have coverage continued by the Employer during such leave.

ARTICLE 19. SENIORITY AND BREAKS IN SERVICE

19.1. Resignations. Employees who resign will give two weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee may be permitted to rescind his or her resignation for good cause within seventy-two (72) hours after submission.

19.2 Seniority Defined.

(a). Seniority shall be defined, for the purpose of benefits, including sick and vacation time, as total length of service with Atlantic County, beginning with the initial date of hire.

(b). For employees hired prior to January 1, 2007, seniority shall be defined as all prior service accrued during full time employment as an attorney with the Atlantic County Prosecutor's Office and/or County Counsel's Office, regardless of break in service.

(c). Employees who resign in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in service.

ARTICLE 20. PERSONNEL RECORDS

20.1. Personnel Records and Notices. Upon reasonable prior request, the confidential and non-confidential personnel records of any employee shall be open to the inspection of the employee. Personnel records and files such as internal affairs documents shall be explicitly excluded from employee and/or Union review as required by state regulation or law. Any such review shall be done in the presence of the employee's immediate supervisor or his designee. Copies of the contents shall be available upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof. Nothing shall be placed in the confidential or non-confidential records of any employee without prior notice to the employee. No document of an anonymous nature may be inserted into the file.

20.2. Disciplinary Records. An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel record file (confidential or non-confidential). Oral or written reprimands of minor infractions shall be removed from an employee's file after two (2) years.

20.3. Furnishing of Personnel Information to the Union. The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, and reassignments from one department to another within the bargaining unit(s).

ARTICLE 21. INDEMNIFICATION

21.1. Tort Claims. Any employee who is served with a notice of tort action, or complaint, as a result of any tort claims or other claims, including federal claims and actions related to OPRA, arising out of and in the course of employment may be entitled to indemnification by the County pursuant to N.J.S.A. 59:10-4. The employee shall notify the Prosecutor and County within five (5) business days of receipt of the notice or action.

ARTICLE 22. CALL-IN PAY

22.1. Minimum Call-In Pay. Any employee who is called to work prior to his or her next scheduled work period shall be paid for not less than four (4) hours of work, unless the call-in immediately precedes the employee's normal work day. In those cases where the call-in is not contiguous to the regular shift, the employee shall be compensated for mileage to and from home only for the most direct round-trip route. This section shall not apply to duties associated with the Warrant Screening Unit.

ARTICLE 23. HEALTH BENEFITS

23.1. Employees and their eligible dependents shall be entitled to their choice of comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program. Prescription drug coverage shall be offered to all employees and their dependents in accordance with a free-standing prescription plan offered by the New Jersey State Health Plan.

23.2. Employees shall make health benefit contributions for medical and prescription consistent with the schedule attached hereto as Appendix A. Employees shall not make plan contributions in addition to the contributions noted above unless required to do so pursuant to the provisions in paragraph 23.3 below.

23.3. Beginning the effective date (January 1, 2022) of an open enrollment occurring in October 2021, NJ Direct 2030 shall be the base plan for all employees, current and future. Any employee electing a plan with a higher premium than NJ Direct 2030 shall be responsible for paying the difference between the County's cost for that employee to be enrolled in the higher premium plan and the County's cost if that employee were enrolled in NJ Direct 2030, in addition to the employee's Appendix A cost share for the plan in which they are enrolled.

23.4. If the County modifies the health benefits plan for its employees, the parties agree to reopen the contract related to health benefits. If the County seeks a modification to the health benefits plan, it will notify the Union of its intent to commence negotiations no later than 90 calendar days before the open enrollment period.

23.5. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts. The level of benefits shall not be reduced and shall remain in effect unless otherwise mutually agreed to by the Employer and Union.

23.6. All of the coverage outlined above shall extend through the duration of this Agreement. However, the County reserves the right to re-open this Agreement only in the event changes are made in the healthcare and prescription offerings by the NJSHBP. The

County will provide notice to the Union of its desire to re-open and the parties will schedule negotiations within 30 days of such notice.

23.7. Employee as used herein means a bargaining unit member who works 25 hours or more per week. Eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. Eligible dependents for optical and dental coverage shall remain pursuant to the County's provider contracts.

23.8. Health Benefits at Retirement.

(a). Any employee who was hired prior to February 18, 2014, who subsequently retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for five years after retirement, commencing with the employee's retirement date. Retirement is currently defined in accordance with N.J.S.A. 40A: 10-23 as having 25 years or more of service credit in the State Pension Plan and 25 years of service with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of fulltime service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the 5 year period of employee paid health coverage. Retirees receiving County post-retirement health benefits shall pay a health insurance co-pay in accordance with Chapter 78, P.L. 2011. Employees will be responsible for providing the County proof of their monthly pension payment so the County can calculate a full year of pensionable salary. If the employee does not provide the pension information, the County will bill on the employee's salary at the time of retirement. If the employee does not continue to pay the co-share, the County will stop the benefits, with advance written notice from the County to the employee.

(b). Any employee who was hired on or after February 18, 2014 who subsequently retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for 3 years after retirement commencing with the employee's retirement date. All the provisions regarding eligibility for retirement shall be as stated in subsection (a).

23.8. Leave of Absence. An employee's health benefits are protected when the employee is granted an unpaid leave of absence under any Family and Medical Leave Act. However, during this leave, the employee is required to continue to pay their health benefits cost share pursuant to Chapter 78 of P.L. 2011.

Any employee who is on an authorized medical leave without pay or non-paid status must continue to pay their cost share towards their health benefits in accordance with Chapter 78 of P.L. 2011. After 3 months of an approved unpaid medical leave of absence other than FMLA or FLA, the employee will be responsible for paying the monthly premium cost. If payment is required but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status after the first 3 months. This will result in temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

23.9. Part-Time Employees, being those scheduled for at least 25 hours of work per week shall be entitled to health benefits. Temporary and part-time employees working less than 25 hours are not entitled to any health benefits.

23.10. Eligible employees and their families will be offered temporary extension of health coverage called continuation coverage under COBRA provisions of the NJSHBP.

23.11. Opt-Out. The County hereby offers an insurance health benefits opt out which will be provided in accordance of the laws, rules and regulations of the State of New Jersey and the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement, available on InfoPlease and from Human Resources.

23.12. Workers' Compensation. When an employee of the Atlantic County Prosecutor's Office is injured in duty, he/she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

23.13. AFLAC. AFLAC will be made available to the employee's at the employee's

expense.

23.14. County Disability Pool. Members will be eligible for participation in the County Disability Pool. This pool has as its purpose the granting of wage continuation to employees who, because of non-job related illness, have exhausted all accrued sick and vacation time.

(a). Each member will supply two (2) sick days (to be matched by the County) so an appropriate bank of days can accumulate. Members may be required to contribute additional days to keep an appropriate amount of days in the pool. Upon exhaustion of all sick and vacation time, a member may utilize the pool for wage continuation to a maximum of 120 days.

(b). The disability pool, in essence, advances a member's annual leave days in the case of disability. Upon return to work, the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half (1/2) of the member's sick and annual sick leave time at the end of each subsequent calendar year, if same is available, until all time has been repaid.

ARTICLE 24. PUBLIC EMPLOYEES RETIREMENT SYSTEM

24.1. All eligible employees shall be enrolled in the New Jersey Public Employees' Retirement System – Prosecutors' Part.

ARTICLE 25. SUPPLEMENTAL COMPENSATION FOR RETIREES

25.1. Payments for earned Sick time upon Retirement. Upon retiring, an employee shall be eligible for a one-time supplemental payment based on the number of earned unused sick days remaining to the employee's credit.

25.2. Calculation of Payment to Retirees. The supplemental payment for retirees for unused sick days will be calculated as follows:

- (a) The number of earned sick days will be calculated and reduced by half;
- (b) The result in (a) will be multiplied by the employee's hourly rate at the time of retirement;
- (c) The resulting figure will constitute the supplemental payment, except that in no case shall such payment exceed \$22,500; or \$15,000 for employees hired after the implementation of Ch. 3, P.L. 2010

25.3. Payments for earned Vacation time upon Retirement. Upon retiring, an employee shall be eligible for a one-time supplemental payment based on the number of unused vacation days remaining to the employee's credit.

25.4. Calculation of Payment to Retirees. The supplemental payment for retirees for unused vacation time will be calculated as follows:

- (a) The number of earned vacation days will be calculated;
- (b) The result in (a) will be multiplied by the employee's hourly rate at the time of retirement, less carryover in excess of one year;
- (c) The resulting figure will constitute the supplemental payment.

25.5. References to retirees and retirement shall be specifically defined as a situation in which an individual qualifies for retirement pursuant to N.J.S.A. 40A:10-23 as defined in Section 23.7 "Health Benefits in Retirement."

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. 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.
- b. Employees below the new minimum salary of \$60,000 will be increased to the new minimum of \$60,000 effective to their date of hire. Employees hired above \$60,000 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 12/31/2020 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. Everyone else: 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 + \$2,500.
 - 2. If on 12/31/23 employee has completed 5 years of employment with ACPO and salary less than \$100,000 and employee did not receive five year adjustment in prior year, employee will receive a 2% increase + \$1,500.

ARTICLE 27. LONGEVITY

27.1. Employees hired prior to March 1, 2014 shall receive longevity payments annually during the pay period immediately following the employee's anniversary date and shall not be part of base salary. Employees hired after March 1, 2014 shall not be eligible to receive longevity. The longevity schedule shall be as follows:

- (a). Start of the 6th year of service through 10 years of service: \$500
- (b). Start of the 11th year of service through 15 years of service: \$1,000
- (c). Start of the 16th year of service through 20 years of service: \$1,300
- (d). Start of the 21st year of service and thereafter: \$1,600

ARTICLE 28. SEPARABILITY AND SAVINGS

28.1. If any provision of this Agreement is subsequently declared by proper legislative and/or judicial authority to not be in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect. In the event that the improper provision is one which confers an economic benefit, the contract shall be reopened for the purpose of negotiations regarding a substitute benefit.

ARTICLE 29. FULLY-BARGAINED CLAUSE

29.1. Integration of 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 of the parties at the time they negotiated or signed this agreement.

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

ARTICLE 30. DURATION AND TERMINATION

30.1. This Agreement between the County of Atlantic and CWA Local 1036 shall commence JANUARY 1, 2020 and terminate on DECEMBER 31, 2024.

30.2. Negotiations for a successor Agreement shall commence on or around June 15, 2024.

30.3. All provisions of this agreement will continue in effect until a successor Agreement is signed into effect by all parties.

ARTICLE 31. USE OF FIREARMS

31.1. An Assistant Prosecutor may be authorized to carry a firearm consistent with the provisions of N.J.S.A. 2C:39-6(a)(4) or N.J.S.A. 2C:58-4 where there is evidence of a credible threat against the person or property of an Assistant Prosecutor or his or her family. In such circumstances, permission from the Prosecutor shall not be unreasonably withheld. Denial of a request to carry a firearm shall not be subject to the grievance procedure.

31.2. In the event that an employee covered by this agreement is authorized to carry a firearm, the Prosecutor will provide a personalized ballistic vest upon completion of appropriate training and firearms qualification. The standards and specifications shall be established by the Prosecutor.

ARTICLE 32. MANAGEMENT RIGHTS

32.1. The Prosecutor hereby retains and reserves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon the and vested in the Prosecutor prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a). The Executive management and administrative control of the Prosecutor's Office and its properties, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Prosecutor.

(b). To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c). The right of the Prosecutor to make such rules and regulations as he/she may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the office.

(d). To hire all employees and to promote, transfer, assign, or retain employees in positions within the office of Prosecutor.

(e). To issue annual performance evaluations.

(f). To terminate the employment of employees in the event of lack of funds.

32.2. Subject to the provisions of Article 7. Discipline, the Prosecutor reserves the right to terminate or suspend, with or without pay, any employee with or without cause and

with or without notice. There is no right of appeal of this decision. These rights are reserved to the Prosecutor except subject to the provisions of Article 7. Discipline. This paragraph shall not be modified or altered in substance, scope or application.

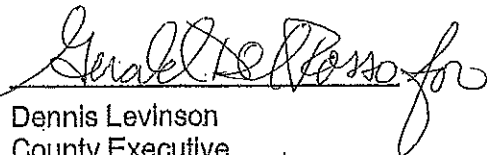
32.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Prosecutor, the adoption of policies, rules, regulations, code of conduct and practices in furtherance therewith, and the use of judgment and discretion in connection therewith shall be limited only in conformance with the Constitution and laws of New Jersey and of the United States.

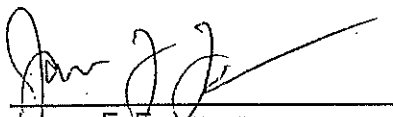
ARTICLE 33. RETROACTIVITY

33.1. No employee shall receive retroactive pay under this agreement if they left employment with the Atlantic County Prosecutor's Office prior to ratification of the Memorandum of Agreement, October 14, 2021.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first set forth above, and agree to abide by all the terms and conditions as set forth herein.

COUNTY OF ATLANTIC


Dennis Levinson
County Executive
Date: 5/25/22


James F. Ferguson
County Counsel
Date: 5/25/22

ATLANTIC COUNTY PROSECUTOR

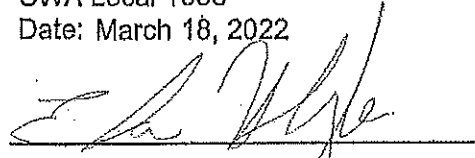

Prosecutor
Date: 5/24/22

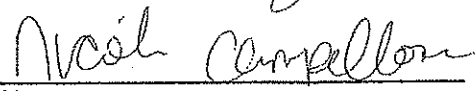
COMMUNICATIONS WORKERS OF
AMERICA NATIONAL UNION

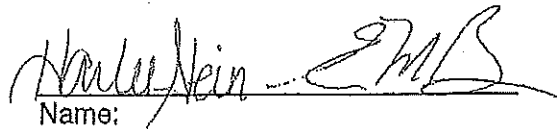
Name:
CWA National Union
Date:

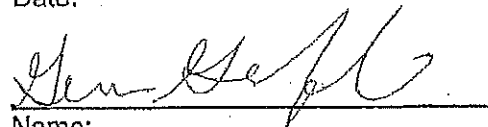
COMMUNICATIONS WORKERS OF
AMERICA LOCAL 1036


Adam Liebtog
CWA Local 1036
Date: March 18, 2022


Name:
Date:


Name:
Date:


Name:
Date:


Name:
Date:

APPENDIX A. PERCENTAGE OF PREMIUM CONTRIBUTION

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

Salary Range	Percentage of Premium
Less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35%

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

Salary Range	Percentage of Premium
Less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and over	35.00%

HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER;
PARENT/CHILD COVERAGE

Salary Range	Percentage of Premium
Less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and over	35.00%

