AGREEMENT

between

CAMDEN COUNTY PROSECUTOR

and

CAMDEN COUNTY ASSISTANT PROSECUTORS ASSOCIATION

January 1, 2022 through December 31, 2026

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PREAMBLE

THIS AGREEMENT entered into this _____ day of December 2022, by and between the Camden County Prosecutor, hereinafter called the "Employer", and the Camden County Assistant Prosecutors Association, hereinafter called the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the Employer and the Association.

ARTICLE I
RECOGNITION

The Employer recognizes the Association as being the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all assistant prosecutors and law clerks in the Office of the Prosecutor, excluding the First Assistant Prosecutor and Deputy First Assistant Prosecutor and for such additional classifications as the parties may later agree in writing to include.

ARTICLE II
CHECK OFF

A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with the applicable sections of the Workplace Democracy Enhancement Act and the Responsible Collective Negotiations Act.

B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Treasurer of the Association during the month following the filing of such card with the Employer.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Association together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish to the Employer either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

E. The Association will provide the necessary "check off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Employer.

F. Any such individual authorization may be withdrawn in accordance with the applicable sections of the Workplace Democracy Enhancement Act and the Responsible Collective Negotiations Act.

G. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer or in reliance upon information furnished by the Association or official notification on the letterhead of the Association and signed by the President of the Association.

ARTICLE III
WORKING HOURS

A. Employees covered under this Agreement are professional employees and are expected to work more than the traditional forty (40) hours per week on the average without any additional compensation.

B. Working hours for employees covered under this Agreement are generally from 8:30 a.m. to 4:30 p.m. However, with the prior consent of the Prosecutor, or his designee, employees may vary their work hours with the first consideration being the present needs of the Prosecutor's Office.

C. Effective January 1, 2018, all employees that work Centralized First Appearances shall receive one (1) compensatory day per assignment.

D. Effective January 1, 2023: All employees that work as the on-call Legal Advisor / Search Warrant Duty for the week shall receive two (2) compensatory days per week of such assignment, for a maximum of twelve (12) compensatory days per calendar year per employee. Employees who are on-call for Legal Advisor / Search Warrant Duty may flex their work schedule to 10:00 a.m. to 6:00 p.m. for the on-call period with the approval of the Prosecutor or designee. All employees that work as the after-hours on-call investigative unit legal advisor for the week shall receive one (1) compensatory day per week of such assignment, for a maximum of twelve (12) compensatory days per calendar year per employee. All employees who work as the after-hours on-call investigative unit legal advisor (not on-call for Legal Advisor / Search Warrant Duty), when a recognized holiday falls within that on-call week, shall receive a total of 2 compensatory days for that on-call week. All employees who are required to attend a court proceeding or otherwise make a court appearance in a matter when the office is closed shall receive 1 compensatory day, unless the employee is already on-call and receiving compensatory time for that week. Any and all earned compensatory time must be used by the end of the following calendar year – for example, any compensatory time earned in calendar year 2023 must be used by the end of the calendar year 2024. There is no compensatory time buy out upon separation and/or retirement.

E. Effective January 1, 2023, and only for compensatory time earned in 2023 or thereafter, Employees shall be allowed to cash-in a maximum of 16 compensatory hours per calendar year. The employee must submit a written request for payment to the office's Administrative Services Unit on or before November 1st of any year in which the employee is requesting said payment. Any payments for compensatory time will be made by December 31st of the same calendar year.

ARTICLE IV
SALARIES

1. The following Salary Guide carried forth from the prior contract will continue to be in effect as amended below. Salary Guide step increase shall continue following the expiration of the agreement as required by law.

STEP	CURRENT	Effective 7/1/22
1	$54,855	$64,999
2	$58, 995	$69,999
3	$65,205	$74,999
4	$71,415	$79,999
5	$76,590	$84,999
6	$81,248	$89,999
7	$85,805	$94,999
8	$90,563	$99,999
9	$95,220	$104,999
10	$99,878	$109,999
11	$102,375	$112,500

The value change of each step is effective 7/1/22 and all on guide AP salaries will be adjusted accordingly on such date. All step moves will occur on anniversary date of hire, effective 7/1/22.

The value of each step remains the same for the 5 year contract term, effective 7/1/22.

OFF GUIDE
Off guide employees (NOT including Section Chiefs and Deputy Section Chiefs) will receive a COLA of 2.5% of their annual salary per year on January 1st of each year of the 5 year contract term, effective 71/1/22.

SECTION CHIEF & DEPUTY SECTION CHIEF TITLE PAY

Section Chiefs and Deputy Section Chiefs that were in their current titled position on or prior to 1/1/18 will receive an adjustment of salary as listed below or a 2.5% adjustment of salary, whichever is greater, effective 7/1/22:

Section Chief	$135,000
Deputy Section Chief	$125,000

Section Chiefs and Deputy Section Chiefs that were in their current titled position after 1/1/18 will receive an adjustment of salary as listed below or a 2.5% adjustment of salary, whichever is greater, effective 7/1/22 or if promoted after 7/1/22 then effective on the date of promotion to the titled position (this shall also be the salary rate for all APs appointed to such a position thereafter):

Section Chief	$130,000
Deputy Section Chief	$122,000

Effective 1/1/23, all Section Chiefs and Deputy Section Chiefs will receive a base salary increase of 2.5.% of their annual salary per year on January 1st of each of the 4 remaining years of the contract, 2023 through 2026.

The Prosecutor shall have the discretion to make an adjustment of salary of up to $5,000 for any individual off guide AP, including any AP in the titled position of Deputy Section Chief or Section Chief.

Employees that have voluntarily separated are not entitled to retroactive increases. This shall not apply to employees that have retired after the expiration of the last contract.

4. Law Clerks shall have a starting salary of $2,000 less than the Level 1 Assistant Prosecutor salary for any year. Law Clerk shall be a position for an attorney hired to be an Assistant Prosecutor, but who has not yet been admitted to practice in New Jersey. Law Clerks shall immediately be increased in salary to Level 1 upon admission to the New Jersey Bar. Law Clerks shall not be entitled to Level increases, but shall be kept at $2,000 below the current Level 1 salary in any year.

5. Placement on the Salary Guide for New Assistant Prosecutors with prior experience shall be at the discretion of the Prosecutor who shall make such placements reasonably consistent with similarly situated employees.

6. Assistant Prosecutors' base salary will be capped at 98% of the Prosecutor's base salary. In the event the Prosecutor's Salary is increased, the Assistant Prosecutor whose base salary had been capped shall receive an increase in their base salary to bring it to the amount their salary would have been, had it not been capped. This amount is subject to a cap of 98% of the Prosecutor's new salary. Capped Assistant Prosecutors shall begin receiving this increase in base salary at the same time that the Prosecutor begins receiving his/her salary increase. Assistant Prosecutors will

receive such increases only prospectively. All other contract terms will not be capped.

ARTICLE V
INSURANCE

A. Health Benefits

1. Subject to the employee premium sharing schedule detailed below, the Employer shall provide the benefits through the New Jersey State Health Benefit Program (NJSHBP) or substantially similar plans for employees working 30 hours or more per week for medical and prescription drug benefits. The Association and County agree to be bound by the requirements and terms of the NJSHBP and the New Jersey State Health Benefits Commission.

B. Premium Contributions

1. Pursuant to P.L. 2011, c. 78, the amount of contribution to be paid by an active employee for medical and prescription drug benefits for the employee and any eligible dependent shall be either 1.5 percent of the employee's base salary or according to the contribution schedule attached as Schedule A, whichever contribution amount is greater.

   Base salary shall be used to determine what an employee earns for the purposes of this provision.

2. As used in this section, "cost of coverage" means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10- 16 et ., or any other law, by the Camden County Prosecutor's Office. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional mandated benefits as well, and all payments to the Health & Welfare fund shall cease.

3. Employees hired on June 28, 2011 or thereafter shall pay the year 4 contribution indicated in Schedule A upon hiring.

   Employee contributions shall be made by way of pre-tax withholding of the contribution from the employee's pay, salary, or other compensation. Employees who waive coverage shall not be subject to contribution withholdings. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer's customary payroll practices unless otherwise required by law.

   The amount payable by any employee under this Article shall not under any circumstance be less than 1.5 percent of base salary. An employee who pays the contribution required in Schedule A shall not also be required to pay the contribution of 1.5 percent of base salary.

4. Upon completion of the four (4) year schedule of payments pursuant to the provisions of P.L. 2011 c. 78, the statutory rates of contributions towards the cost of health insurance shall remain in effect subject to collective negotiations between the parties.

C. **Co-Payments**

1. Effective January 1, 2013, prescription co-payments shall be consistent with the rates set forth in the in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan as determined by the County.

2. Effective January **1,** 2013, employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan as determined by the County.

D. **Dependent Coverage**

1. Coverage for dependents shall be included in all health and prescription plans for eligible employees.

2. Effective January 1, 2013, the Employer shall make dependent coverage in the County's Medical and Prescription Drug Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

3. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any County Medical or Prescription Drug Plan may elect to enroll their dependent to age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

4. "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

E. **Retiree Benefits**

1. Former negotiations unit employees who retire prior to the signing of this contract shall be subject to the premium cost-sharing provisions and co-pays in effect when they retired as applicable to retirees in the previous contract.

2. Coverage for dependents shall be included in all health and prescription plans for eligible retirees.

3. Any employee with 20 or more years of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires with

twenty-five (25) or more years of service with Camden County Prosecutor's Office and/or affiliated organizations and twenty-five (25) or more years of service credit in a state administered retirement system shall contribute 1.5 percent of the retiree's monthly retirement allowance, including any future cost of living adjustments.

4. Any employee with less than 20 years of creditable service in one or more State administered retirement system as of June 28, 2011 shall contribute 1.5 percent of the retiree's monthly pension allowance or the amount determined in accordance with Section 39 of P.L. 2011, chapter 78, including any future cost of living adjustments, whichever is greater.

5. Current employees retiring at age 62 or older, and who have at least fifteen (15) years of service with Camden County Prosecutor's Office and/or affiliated organizations; or twenty-five (25) or more years of creditable service in one or more State administered retirement system and at least fifteen (15) years of service with Camden County Prosecutor's Office and/or affiliated organizations; or current employees retiring on an ordinary disability pension, shall receive health and prescription benefits subject to the following percentage of premium contributions:

YEARS WITH THE EMPLOYER	PERCENT OF PREMIUM
10 years through 14 years (for Ordinary Disability Retirement only)	30%
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	Amounts determined in accordance with Section 39 of P.L. 2011, chapter 78 or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustments, whichever is greater.

6. Prior years of employment with Camden County Prosecutor's Office and/or affiliated organizations shall count as "Years with the Employer" for the purpose of determining the appropriate premium contribution as set forth above.

7. Retirees 65 or older who are eligible for Medicare shall pay the percentage of premium contribution in accordance with the above and the amount of the health and prescription drug programs applicable to Medicare eligible retirees in which they are enrolled.

8. Retirees are required to submit annual verification to the County of the amount of their monthly retirement allowance in a form and from a source acceptable to the County at the time of the County's annual open enrollment period for healthcare benefits. Failure to do so in any given

year may subject the employee to a contribution payment of twenty-five (25%) percent of the cost of coverage for the plans available to and selected by the employee for that year.

9. The amount payable by a retiree who is required to make a contribution under this subsection shall not under any circumstance be less than the 1.5 percent of the monthly retirement allowance, including any future cost of living adjustments thereto, that is provided for such a retiree, if applicable to that retiree, under subsection b. of N.J.S.A. 40A:10-23. A retiree who pays the contribution required under this subsection shall not also be required to pay the contribution of 1.5 percent of the monthly retirement allowance under subsection b. of N.J.S.A. 40A:10-23.

10. All retirees and eligible dependents of retirees, age sixty-five (65), or in receipt of Social Security Disability benefits for at least 24 months who are receiving benefits through Camden County are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare.

F. <u>Waiver of Coverage</u>

1. Eligible employees covered by this agreement may choose, in writing, to "waive insurance coverage." Participation is voluntary and is intended for those eligible employees who are covered by health insurance through another source. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for opt out. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.

2. If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any other New Jersey State Health Benefits Plan, the other may not participate. Additionally, in the event that the County is no longer in the New Jersey State Health Benefits Plan, then the limitations set forth herein shall apply to married, or domestic partners/civil union partners from the following related agencies:

   - Camden County Row Office
   - Camden County Mosquito Commission
   - Camden County Superintendent of Schools
   - Camden County Library System
   - Camden County Municipal Utilities Authority
   - Camden County Improvement Authority
   - Camden County Pollution Control Authority
   - Camden County Board of Elections
   - Camden County Superintendent of Elections
   - Camden County Health Services Center
   - Camden County College

3. If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's New Jersey State Health Benefits Plan or County plan, as set forth in Section 2, but not both. Dependent children must be covered under one plan only.

4. If an employee chooses to participate and drops coverage, the employee shall receive a monetary incentive as outlined below. Waiver payments shall not be available to employees that have an opportunity for alternate coverage through another New Jersey State Health Benefits Plan member. An employee shall receive an incentive which shall not exceed twenty-five (25%) percent of the amount saved by the Camden County Prosecutor's Office because of the waiver or $5,000 annually, whichever is less, in accordance with State law.

5. Eligible employees who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable

6. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

7. The waiver of coverage shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees. Subject to the limitations set forth in Section 4.

8. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

9. Annual re-enrollment is required for retirees.

10. Employees on non-paid leaves do not receive Opt Out payments.

G. <u>Miscellaneous</u>

1. The County will provide each employee with short-term disability coverage provided by the State of New Jersey.

2. Effective the signing of this agreement, employees shall be responsible for extra costs incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.)

which would affect his or her health and prescription benefits and the employee does not report it to the County Insurance Division within 60 days of the event.

3. The County shall continue to maintain a Section 125 Plan which will permit the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the Employer's customary payroll practices unless otherwise required by law.

H. <u>Health and Welfare</u>

1. Subject to approval of the Board Commissioners of the County of Camden ("Board"), there shall be no change in the medical and prescription benefits presently maintained and paid for by the Board on behalf of the employees, except that the traditional plan is eliminated and the Board may at its option change to a new plan that is substantially similar to continued existing plans as well as offer other plans as addressed herein above.

2. Effective 7/1/14, the Employer shall pay or cause to be paid to the Assistant Prosecutors Association the sum of $400.00 per employee per year provided, however, that no payment shall be made in the event Federal or State law require the Employer to provide dental and vision benefits. In the event the Employer is required to provide one but not both benefits, the parties shall negotiate a change in the above annual payment.

3. The Association agrees to save and hold harmless the Employer for any liability arising out of or under the administration of the Association Health and Welfare Fund, and further agrees to make available to the Employer audits or reports dealing with the Fund.

ARTICLE VI
SICK LEAVE WITH PAY

A. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness which prevent his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and requires the presence of the employee.

B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, civil union/domestic relations partner, children or foster children of the employee, and grandmother and grandfather.

C. Any employee who is absent for reasons that entitle him/her to sick leave shall notify his/her supervisor promptly, but no later than one and one-half ($1^1/_2$) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Failure to give such notice may constitute cause for disciplinary action.

D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one-quarter ($1^1/_4$) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a prorated basis. Sick leave must be earned before it may be utilized. Sick leave may be taken in one-quarter ($^1/_4$) day segments.

E. If any employee is absent for five (5) consecutive work days (or after fifteen {15} days sick leave in any one {1} year for any reason set forth in the above rule), the Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate. An employee who submits a medical certification for a long-term absence (defined as more than 2 consecutive work weeks) shall not be required to provide additional evidence unless the projected return to work date is modified by the employee's healthcare provider.

F. At the discretion of the Prosecutor, the employee seeking sick leave may be required to submit medical evidence to substantiate his/her request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any unauthorized time period. In the event the employee has exhausted his/her accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees, and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XIII, Maintenance of Operations.

G. Abuse of sick leave will be cause of disciplinary action.

H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.

I. Full-time temporary employees in the Employer's service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees. Upon retirement, an employee with twenty-five (25) years of service and who has reached age fifty (50) may elect to sell one-half (1/2) of his or her earned and unused accumulated sick leave multiplied by his or her rate based upon the annual base pay received during the last year of employment with the Employer, provided, however, that no such lump sum payment shall exceed twenty-five thousand ($25,000.00) dollars. For Assistant Prosecutors hired after January 1, 2008, no such lump sum payment shall exceed fifteen thousand ($15,000.00) dollars.

J. An employee who is eligible for short term disability and/or FLI benefits due to pregnancy and/or childbirth shall be required to use up to 2 weeks of sick time prior to the commencement of benefits. The employee has the option to supplement the disability payment with the partial use of any available accrued paid time off.

ARTICLE VII
GENERAL PROVISIONS

A. The County through the Prosecutor agrees to reimburse each employee represented by the Agreement the cost of the assessment to the Client Security Fund of the Bar of New Jersey. Reimbursement will be made in December of each year for that year and will be pro-rated if the Assistant Prosecutor was not employed the full year.

B. When an employee is injured on duty, he or she is to receive Workers' Compensation due him or her plus the difference between the amount received in compensation and his or her net (not gross) salary during the period of temporary disability to a maximum of 3 months.

C. The Camden County Prosecutor and the Camden County Assistant Prosecutors Association agree that one of the factors used by the Prosecutor to make decisions regarding promotions and duty assignments is office seniority. The Prosecutor and the Camden County Assistant Prosecutors Association further agree that office seniority shall not be affected by any period of approved maternity/disability leave. Nothing in this Agreement shall prohibit the Prosecutor from making a "lateral" hire of an experienced Attorney and assigning that person or any currently employed Assistant Prosecutor to a duty assignment without regard to office seniority. Further, nothing in this agreement shall prohibit the Prosecutor from making duty assignments during an Assistant Prosecutor's period of leave that bypass an Assistant Prosecutor who is on approved maternity/disability leave. Upon his or her return from leave, such Assistant Prosecutor shall not have any right to displace any person promoted or assigned during the period of leave but shall have the period of leave credited to his or her office seniority. Said seniority shall have only that degree of weight in the promotion/duty assignment process which the Prosecutor ascribes to it in his/her sole discretion.

D. Fees or costs required to maintain Attorney licenses shall be paid by the County. Continuing legal education requirements shall be paid by the County for the first 2 years of employment for those employees hired at the beginning of the salary guide.

E. Assistant Prosecutors shall have complete access to their personnel files upon reasonable notice.

F. Assistant Prosecutors will be reimbursed for travel expenses at the rates currently provided by the County policy.

G. All references to Assistant Prosecutors throughout this contract shall also apply to Law Clerks except in Article IV Salaries.

H. The Prosecutor may lay off an employee for purposes of efficiency or economy or other valid reason requiring a reduction in the number of employees in a job classification. No negotiations unit member may be laid off until all law clerks have been laid off. Where there are two or more non-probationary employees in the same classification from which a layoff is to be made, layoffs shall be conducted in reverse seniority order, provided however, that the Prosecutor has the authority, as a matter of his/her discretion, to determine exceptions to the use of seniority based on personnel needs relating to specific skill sets, experience and/or specialized training, or an employee's receipt of an unsatisfactory evaluation or significant discipline. "Significant discipline" shall mean an unpaid suspension of 5 days or more. Laid off employees shall be placed on a special re-employment list and recalled in classification seniority order, provided that the Prosecutor may determine exceptions to seniority on the grounds enumerated above. Recall rights shall last for five years from the date of layoff.

I. The Prosecutor agrees to provide the Association with a copy of any proposed employee evaluation policy or changes to an existing policy at least 14 days' prior to its implementation date.

J. The Employer agrees to indemnify and hold an employee harmless for any damages relating to and/or resulting from any tort claim, federal claim, or any civil action of local, State or Federal law arising from actions taken within the scope of employment, if in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, intentional wrongdoing or neglect of duty. The employee shall be entitled to indemnification by the Employer, including but not limited to that provided by N.J.S.A. 59:10-4, and/or the common law. The Employee shall notify the Prosecutor within five (5) business of receipt of the notice or action.

ARTICLE VIII
MILITARY LEAVE

A. A permanent employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in Reserve on National Guard duty will be granted a leave of absence in accordance with law.

B. A permanent employee required to serve annual active duty training in either the Reserve or National Guard will be paid for up to ten (10) workdays during the time to such service. Upon return from the service, the employee will remit to the Employer the military pay earned during the aforementioned service.

C. Notwithstanding the language in this Article, all military leaves of absence shall comply with the current State and Federal statutes and County Policy regarding military leave.

ARTICLE IX
MATERNITY & PATERNITY LEAVE

Employees shall be granted maternity or paternity leave in accordance with current State and Federal statutes and related County policy.

ARTICLE X
BEREAVEMENT LEAVE

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

1. Five (5) days in event of the death of a spouse, civil union/domestic relations partner, child, mother, father, or guardian of a employee.

2. Four (4) days in the event of the death of a brother or sister of an employee.

3. Three (3) days in the event of the death of a grandmother, grandfather, grandchild, mother-in-law, or father-in-law of an employee.

4. Two (2) days in the event of the death of a brother-in-law or sister-in-law.

B. In the event additional funeral leave is requested, the Prosecutor, for good cause, shall, at his/her discretion, grant more time which shall not be charged against the employee's sick or vacation time.

ARTICLE XI
HOLIDAYS

A. The following national holidays are recognized as paid holidays when celebrated as holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. NJSA 36:1-1 shall control the date of celebration of Lincoln's and Washington's Birthday. Any employee required to work any of the aforementioned holidays will receive another day off with pay, to be scheduled and taken before the end of the calendar year.

B. Holidays which fall within an employee's vacation period shall not be charged to the employee's vacation time.

C. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of the holiday, and no additional day shall be received because of adjustment on the day of celebration.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday; holidays which fall on Sunday shall be celebrated on the following Monday.

E. The day before Labor Day shall be eliminated in favor of the day after Thanksgiving effective 2019.

ARTICLE XII
PERSONAL DAYS

Effective 2002, all employees covered by this agreement shall be credited with three personal days per year which shall be used during the year credited, or lost. Personal Days shall be taken in no less than ¼ day increments. All non-emergency personal time must be requested and approved in advance.

ARTICLE XIII
VACATIONS

A. Employees covered under this Agreement shall be entitled to vacation as follows:

1. Permanent full-time employees shall be entitled to the following annual vacation with pay accruing on a monthly basis:

   a. Up to one (1) calendar year of service, one (1) working day vacation for each month of service.

   b. From two (2) through five (5) calendar years of service, one and one-quarter (1 1/4) working days' vacation for each month of service--maximum fifteen (15) days.

   c. After five (5) calendar years of service, one and two-thirds (1 2/3) days' vacation for each month of service--maximum twenty (20) days. Vacation days may be taken in one-quarter (1/4) day segments or units.

   d. After ten (10) calendar years of service, two (2) working days' vacation for each month of service except for July, in which three days shall be earned-maximum twenty-five (25) days.

2. Part-time employees shall receive vacation leave on a pro rata basis in accordance with the above schedule.

B. Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year. In no event shall any employee be allowed to carry over more than one year's vacation according to the above schedule plus 10 days.

C. Employees who resign and furnish twenty-one (21) calendar days of notice with their resignation will be entitled to accrued and earned vacation to be paid with their last pay check. Employees who do not furnish the notification, as noted above, will not be entitled to any such vacation pay.

With the first payroll of each calendar year, the employee will be credited with one-half (1/2) of the vacation time which it is anticipated the employee will earn and accrue during the calendar year. With the fourteenth (14th) payroll of each calendar year, the employee shall be credited with the second half of the vacation time which it is anticipated the employee will earn and accrue during the calendar year.

In the event an employee leaves the Employer after taking vacation time which has not as of yet been earned, the unearned vacation time will be deducted from the employee's last pay check. Vacation days may be taken in ¼ day segments or units.

ARTICLE XIV
MAINTENANCE OF OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, or support; nor will any of its members take part in a strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, of stoppage or work, or absence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against Employer. The Association and its members agree that such action on an individual basis would constitute sufficient cause for the individual's dismissal.

B. The Association agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Employer, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Employer 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 by the Association or its members.

D. The Employer agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XV
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. The term "grievance" as used herein means an appeal by the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One - The Aggrieved or the Association shall institute action under the provisions hereof within seven (7) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate supervisor for the purpose of resolving the matter
informally. Failure to act within seven (7) working days shall be deemed to constitute an abandonment of the grievance.

Step Two - If no agreement can be reached orally within seven (7) work days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within (7) working days thereafter to the County Prosecutor. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The County Prosecutor or his/her designee will answer the grievance within ten (10) days of receipt of the written grievance, such answer shall be final and binding.

E. DISCIPLINARY ACTIONS

1. Purpose. The purpose of this section is to ensure the efficiency and the integrity of this office, promote employee morale, establish fair and equitable standards in the handling of disciplinary actions against employees, and to establish the guilt or innocence of employees charged with violations through prompt, thorough, and impartial investigations.

2. This section shall cover hearings wherein the proposed penalty could involve

suspension without pay, fine, any penalty that is comparable to these, dismissal and any monetary reduction in salary, or reduction of title.

3. Rights. Any employee that becomes involved in any portion of a hearing and/or investigative stage of any alleged violation shall retain all rights afforded by this Agreement and all rights under law.

4. Representation. Any employee charged with a violation shall be entitled to represent himself/herself or be represented by an authorized employee of the Association, or by an attorney. In any conference, investigation or hearing that might lead to a disciplinary action, an employee may, at his or her option, have an Association representative present. The employee may delay the conference, investigation or hearing up to two (2) hours to obtain representation. Any representative at such a hearing agrees to keep the contents of the conference, investigation or hearing confidential except in so far as their representation of the employee is concerned. All reports to be used in any disciplinary action are to be made available to the Prosecutor, employee and the Association.

5. Penalties. The following shall be the application of penalties and hearings:

   a. Where the proposed penalty is greater than three (3) days suspension without pay, a fine equivalent to or greater than that amount, or a comparable penalty to these, or dismissal, or reduction of title, or any amount of monetary reduction in salary, then the formal hearing procedures shall apply.

   b. Where the proposed penalty is equal to, less than, or comparable to a three (3) day suspension without pay then the final hearing procedure shall not apply. The employee and the Association shall be given a copy of the charges prior to any disciplinary action being taken and a copy of the final action as determined by the Prosecutor. The employee may submit a written request to have a formal hearing.

6. Hearings:

Formal. Whenever probable cause is established that an employee may be guilty of violating a Departmental Rule or Regulation, then the following shall be the procedure:

   a. A Notice of Disciplinary Action shall be prepared by the proper authority and be personally served on the employee and the Union. The Notice shall contain at least the employee's name and unit, the charges and the specifications of facts upon which the charges is based, the time, date and place of hearing, the penalties to which the employee is exposed, the signature of the Prosecutor and whether or not the employee is suspended with or without pay pending the determination of the hearing.

b. The hearing shall be held during normal business hours, no sooner than five (5) days nor later than thirty (30) days after the submission of a notice of disciplinary action subject to the granting of reasonable requests for postponements by said employees, unless mutually waived by the parties.

c. Any discipline or discharge taken shall only be taken for just cause. Any discipline that requires a formal hearing shall be subject to advisory arbitration. A list of arbitrators for such advisory arbitration shall be selected from a panel supplied by the Public Employment Relations Commission in accordance with that agency's regulations.

ARTICLE XVI
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County Government and its properties, facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate as may from time to time be determined by the Employer.

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

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and proper cause according to law. The Association will review and consider disclaimer language.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Employer reserves the right with regard to all other conditions employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operations of the department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices as well as the use of judgment and discretion shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under RS 2A:158-1 et seq. or any other National, State, County or local laws or regulations.

ARTICLE XVII
SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XVIII
FULLY BARGAINED AGREEMENT

A. 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.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIX
DURATION

A. This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2026 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals at the County of Camden, New Jersey, on this 30th day of December, 2022.

CAMDEN COUNTY ASSISTANT PROSECUTORS ASSOCIATION	CAMDEN COUNTY PROSECUTOR
By: Jason Magid	By: Grace C. MacAulay
By: David Deitz	
Witness	Witness Lisa Calogero

SCHEDULE A
HEALTH CARE CONTRIBUTIONS

Health Benefits Contribution for Single Coverage

(Percentage of Premium)

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000 to 24,999	1.38%	2.75%	4.13%	5.50%
25,000 to 29,999	1.88%	3.75%	5.63%	7.50%
30,000 to 34,999	2.50%	5.00%	7.50%	10.00%
35,000 to 39,999	2.75%	5.50%	8.25%	11.00%
40,000 to 44,9999	3.00%	6.00%	9.00%	12.00%
45,000 to 49,999	3.50%	7.00%	10.50%	14.00%
50,000 to 54,999	5.00%	10.00%	15.00%	20.00%
55,000 to 59,999	5.75%	11.50%	17.25%	23.00%
60,000 to 64,999	6.75%	13.50%	20.25%	27.00%
65,000 to 69,999	7.25%	14.50%	21.75%	29.00%
70,000 to 74,999	8.00%	16.00%	24.00%	32.00%
75,000 to 79,999	8.25%	16.50%	24.75%	33.00%
80,000 to 94,999	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

Health Benefits Contribution for Member/Spouse/Partner or Parent/Child Coverage

(Percentage of Premium)

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000 to 29,999	1.13%	2.25%	3 38%	4 50%
30,000 to 34,999	1 50%	3.00%	4 50%	6.00%
35,000 to 39,999	1.75%	3.50%	5 25%	7 00%
40,000 to 44,999	2.00%	4 00%	6.00%	8.00%
45,000 to 49,9999	2 50%	5.00%	7.50%	10.00%
50,000 to 54,999	3.75%	7 50%	11 25%	15.00%
55,000 to 59,999	4.25%	8.50%	12.75%	17.00%
60,000 to 64,999	5.25%	10.50%	15.75%	21 00%
65,000 to 69,999	5.75%	11.50%	17.25%	23.00%
70,000 to 74,999	6 50%	13.00%	19 50%	26 00%
75,000 to 79,999	6.75%	13.50%	20 25%	27.00%
80,000 to 84,999	7 00%	14 00%	21.00%	28.00%
85,000 to 99,999	7 50%	15.00%	22 50%	30 00%
100,000 and over	8.75%	17.50%	26 25%	35.00%

Health Benefits Contribution for Family Coverage

(Percentage of Premium)

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3 00%
25,000 to 29,999	1.00%	2.00%	3.00%	4.00%
30,000 to 34,999	1.25%	2.50%	3.75%	5 00%
35,000 to 39,999	1.50%	3.00%	4.50%	6.00%
40,000 to 44,999	1.75%	3.50%	5.25%	7.00%
45,000 to 49,9999	2.25%	4.50%	6.75%	9 00%
50,000 to 54,999	3 00%	6.00%	9.00%	12.00%
55,000 to 59,999	3.50%	7.00%	10.50%	14.00%
60,000 to 64,999	4 25%	8 50%	12 75%	17 00%
65,000 to 69,999	4.75%	9.50%	14 25%	19 00%
70,000 to 74,999	5 50%	11.00%	16 50%	22.00%
75,000 to 79,999	5.75%	11.50%	17.25%	23.00%
80,000 to 84,999	6.00%	12.00%	18 00%	24 00%
85,000 to 89,999	6 50%	13.00%	19.50%	26 00%
90,000 to 94,999	7.00%	14.00%	21 00%	28.00%
95,000 to 99,999	7.25%	14.50%	21 75%	29.00%
100,000 to 109,999	8.00%	16.00%	24 00%	32.00%
110,000 and over	8.75%	17 50%	26.25%	35 00%