



Camden County Prosecutor's Office

200 Federal Street

Camden, New Jersey 08103

REQUEST FOR PUBLIC RECORDS

PUBLIC RECORDS REQUEST RESPONSE

Page 1 of 2

TO: Lou ; opra+request-25923-5d9a9a2a@requests.opramachine.com

☒ Document(s) provided: _ pages at total cost of: N/C

☐ Document(s) not provided (see below)

The document or documents listed below and requested by you are not being provided because the document or documents are not public records as provided by law, as noted below:

Privileged or Protected Category

Authority

- | | |
|---|--|
| ☐ Autopsy Reports | <u>N.J.S.A. 47:1A-1.1, et seq.</u> ; <u>N.J.S.A. 52:17B-92</u> |
| ☐ Child abuse or sex assault victim name or address | <u>N.J.S.A. 2A:82-46b</u> |
| ☐ Court records sealed | Executive Order 69 |
| ☐ Computer security information | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Criminal investigatory records | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Credit Card Numbers | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Grand Jury testimony, information | Court Rule 3:6-7 |
| ☐ Grievance information with public employer | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Domestic Violence data | <u>N.J.S.A. 2C:25-33</u> |
| ☐ Drivers' license numbers | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ DYFS information | <u>N.J.S.A. 9:6-8.10</u> |
| ☐ Electronic Surveillance Materials | <u>N.J.S.A. 2A:156A-19</u> |
| ☐ Emergency or security information or procedures | <u>N.J.S.A. 47:1A-1.1, et seq.</u> ; <u>N.J.A.C. 13:1E-3.2</u> |
| ☐ Employee sexual harassment complaints | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Fingerprint cards | Executive Order 69 |
| ☐ Inter-agency or intra agency advisory communications | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Juvenile records | <u>N.J.S.A. 2A:4A-60</u> |
| ☐ Labor Negotiation information, strategy or positions | <u>N.J.S.A. 47:1A-1.1, et seq.</u> ; <u>N.J.A.C. 13:1E-3.2</u> |
| ☐ Medical Examiner Photographs | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Otherwise inappropriate material | Executive Order 69; <u>N.J.A.C. 13:1E-3.2</u> |
| ☐ Pension and personnel records | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Photographs | <u>N.J.S.A. 47:1A-1.1, et seq.</u> ; Exec. Order 69 |
| ☐ Pre-Sentence Investigations | <u>State v. DeGeorge</u> , 113 <u>NJ Super.</u> 542 (App. Div. 1971) |
| ☐ Privacy Interest | <u>N.J.S.A. 47:1A-1.1 et seq.</u> ; <u>Asbury Park Press v. Ocean County Prosecutor's Office</u> , 374 <u>N.J. Super.</u> 312, 330 (Law Div. 2004) |
| ☐ Public Agency insurance communications | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Safety of persons or public | <u>N.J.S.A. 47:1A-1.1, et seq.</u> ; Exec. Order 69; <u>N.J.A.C. 13:1E-3.2</u> |
| ☐ Security measures and surveillance techniques | <u>N.J.S.A. 47:1A-1.1, et seq.</u> ; <u>N.J.A.C. 13:1E-3.2</u> |
| ☐ Social Security Numbers | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Unlisted Telephone Numbers | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Victim locations (Domestic Violence) | <u>N.J.S.A. 2C:25-26c.</u> |
| ☐ Victim records | <u>N.J.S.A. 47:1A-1.1, et seq.</u> |
| ☐ Record has been destroyed/not retained pursuant to: | Records Retention and Disposition Schedule (NJ Dept. of State, Div. of Archives Mgmt.) |
| ☐ Other | |



Camden County Prosecutor's Office

200 Federal Street
Camden, New Jersey 08103

PUBLIC RECORDS REQUEST RESPONSE

Page 2 of 2

The Camden County Prosecutor's received your OPRA Request dated September 15, 2021. You have requested:

"the most recent contract for detectives.

You then clarified that [My apologies, used a AC Pros template but I am requesting Camden County Prosecutors Contracts]"

Attached hereto is a copy of the 2019-2021 Contract between P.B.A. Local 316 and The Office of the Camden County Prosecutor.

The Camden County Prosecutor's Office also reserves the right to raise any other ground for denial not raised in this response. The failure of the Camden County Prosecutor's Office to assert an exception or privilege does not act as a waiver of any ground for denial.

You have a right to appeal the decision that the document or documents are not public records. You may take your appeal to the Public Records Council or to the New Jersey Superior Court as provided by N.J.S.A. 47:1A-6 and -7.

Date: September 17, 2021

/s/ William E. Shaas

Camden County Prosecutor's Office

ACKNOWLEDGMENT

I hereby acknowledge that I have received the documents requested except for any documents specifically listed above on which a determination has been made that the documents will not be provided. If any documents have not been provided, I have received information on this form as to the procedures for any appeal of the determination.

Date: _____

CONTRACT

BY AND BETWEEN

POLICE BENEVOLENT ASSOCIATION, LOCAL #316 AND

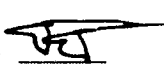
THE OFFICE OF THE CAMDEN COUNTY PROSECUTOR

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

LAW OFFICE OF:
CHARLES E. SCHLAGER, JR.
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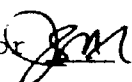
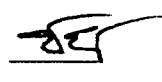
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Prosecutor 

PBA 

PREAMBLE

This Agreement, made between the Camden County Prosecutor, hereinafter referred to as the "County" or "Prosecutor" and the Policemen's Benevolent Association, Local #316, hereinafter referred to as "Union" or "Association" or "Majority Representative" on behalf of the Camden County Prosecutor's Detectives, hereinafter referred to as "Detective" or "Employee," has as its purpose the promotion of harmonious relations between the Camden County Prosecutor and PBA, Local 316; the establishment of an equitable and reasonable procedure for the solution of differences; and, the establishment of rates of pay, hours of work and other conditions of employment

Prosecutor  PBA 

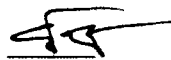
I. RECOGNITION

The Camden County Prosecutor hereby recognizes the Police Benevolent Association, Local #316, as the sole bargaining representative for Detectives below the rank of Sergeant, for the purpose of establishing collective negotiations with respect to terms and conditions of the Agreement and all representation matters pursuant to New Jersey Statutes.

Prosecutor



PBA



II. DUES CHECKOFF

1. The Employer agrees to continue deducting dues for the Union from the salaries of the employees, without requiring new authorizations, except in the case where an authorization is not presently in existence. Deductions shall be in accordance with N.J.S.A. (R.S) 52:14-15, 9e as amended.
2. A dues check off shall commence for each employee who signs or who has signed a properly dated authorization notice, supplied only by this Union and approved by the County, during the month following the filing of such notice with the County. The Employer and the Union agree that the notice currently in use meets with their approval.
3. The aggregate monthly deductions from all employees shall be remitted to the Treasurer or Financial Secretary of the Union in the form of a check, payable to PBA 316, together with a list of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.
4. If there is any change in the rate of dues to be paid by the employee, then the Union shall provide written notice to the Employer at least thirty (30) days prior to the change along with new authorization form duly signed by the employee from whom the deductions are to be made.
5. The Union shall be responsible for providing the Check-off Authorization form, the securing of all proper signatures on the form, and delivering same to the County Treasurer.
6. For this Article of the Agreement the word "Employer" and "County" shall mean either the Prosecutor or the County of Camden or both.
7. Any withdrawal by an employee of their check-off form shall be done in writing by the employee, who shall give a copy to both the Union and County Treasurers. The withdrawal shall not be effective until verified by the Union within ten (10) days of the Union's receipt of the withdrawal notice. Dues deductions by payroll shall cease on the following January or June.

Prosecutor 

PBA 

II. MANAGEMENT RIGHTS

1. The Prosecutor retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested upon him/her by the Law and Constitution of the County of Camden, State of New Jersey, and the United States of America.
2. Except as specifically abridged, limited, or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable rules and regulations governing the conduct and activities of the Detectives are retained by the Prosecutor, including the right to place any newly hired Detective on any step of the salary guide deemed by the Prosecutor to be commensurate with the Detective's education, training and experience.
3. The Prosecutor shall establish a two (2) week comment period for the PBA on the Prosecutor's proposed or revised policies in the Standard Operating Procedures Manual.

Prosecutor  PBA 

III. EMPLOYEE RIGHTS

1. The employees and the Union retain any and all rights afforded to them under the Constitution of the United States, Statutes of the United States and the laws of the State of New Jersey and any other applicable law.
2. Nothing in this Agreement shall be deemed to be a waiver of said rights, unless the employee and Union specifically waives said rights in writing and in the presence of an officer of the Union.

Prosecutor

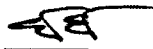


PBA



V. NON-DISCRIMINATION

The Prosecutor and the PBA Local No. 316 agree that there shall be no discrimination against any employee because of age; sex, marital status, race, color, religion, national origin, political affiliation, sexual preference, disability, condition of pregnancy, Union membership or legal Union activities permitted herein including but not limited to attendance and participation at Union meetings.

Prosecutor  PBA 

VI. VACATION DAYS

1. Employees shall be entitled to the following annual vacation leave based on years of service with the County as follows.

1st year of service	96 Hours per Year
2nd through 7th year of service	120 Hours per Year
8th through 11th year of service	144 Hours per Year
12th through 20th year of service	184 Hours per Year
21st through 24th year of service	200 Hours per Year
25 year or more of service	224 Hours per Year

2. All employees hired on or after January 21, 1980, who have prior service with a law enforcement agency or agencies shall have one-half (1/2) of the employee's prior law enforcement service credited toward the calculation of the employee's time of service for calculation of vacation as set forth in paragraph one.
3. Employees shall have the right to accumulate vacation time but not to exceed two hundred and eighty (280) hours. No employee, however, shall be penalized by loss of vacation hours should he be assigned emergency duty during his vacation period, denied their request for vacation leave, and/or unable to reasonably take vacation leave due to military leave.
4. All Detectives are allowed to carry over two hundred and eighty (280) hours from calendar year to calendar year.

VI. HOLIDAYS AND PERSONAL DAYS

1. The following holidays are the recognized as paid holidays of the Employer, when celebrated as holidays:

New Year's Day	Martin Luther King's	Washington's Birthday
Lincoln's Birthday	Memorial Day	Good Friday
4th of July	Labor Day	Columbus Day
General Election Day	Veteran's Day	Thanksgiving
Day After Thanksgiving	Christmas Day	

- a. Also, any day that is declared jointly by the State of New Jersey and the County of Camden, to be a holiday, shall be recognized to be a paid holiday under this contract.
 - b. When the Board of Freeholders declare by formal action, a holiday for all County employees, or closure of the County any employee required to work on such day shall be given overtime.
2. Holidays, which fall within an employee's vacation, shall not be counted as, or deducted from, vacation leave.
3. It is understood that there shall only be one (1) day of celebration in the event that the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration. Holidays, which fall on Saturday, shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.
4. If an employee is required to work a holiday set forth in paragraph (1) hereof, the employee shall receive overtime compensated in accordance with the overtime previsions of this agreement pay for such time worked.
5. In addition to the above provisions, each employee covered by this agreement shall *be* granted annually twenty-four (24) hours in personal time.

VII. FUNERAL LEAVE

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

Five (5) days in the event of the death of a spouse, child, mother, father, or guardian of an employee.

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

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

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

2. In the event additional funeral leave is requested, the Prosecutor, for good cause, shall, at their discretion, grant more time that shall not be charged against the employee's sick or vacation time.

Prosecutor  PBA 

VIII. SICK TIME

1. Employees shall be entitled to the following sick leave of absence with pay:
 - a. One (1) working day sick leave with pay for each month of service from their date of employment, up to, and including, December 31st of the next following date of employment and fifteen (15) days sick leave with pay for each calendar year thereafter. Sick leave will not be advanced. Employees shall only be entitled to sick leave earned. Sick leave for purpose herein is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position. Sick leave may be utilized for the illness of an employee's immediate family member.
 - b. If an employee is absent for three (3) consecutive working days because of personal illness, as set forth in the above rule, the Prosecutor may require acceptable evidence of recovery of illness by a doctor's certificate, stating the nature of the illness and anticipated length of time the employee will be absent from his duties.
 - c. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify the office by telephone or personal messenger, within one (1) hour of the beginning hour. Failure to do so may result in the loss of pay for the period of absence.
 - d. Absence claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health department at the discretion of the Prosecutor. Such absence may not be counted as sick leave or deducted there from.
 - e. The total years of service after permanent appointment to the Prosecutor's Office shall be considered in computing accumulated sick leave due and available.
2.
 - a. Upon retirement, employees hired prior to October 1, 2011, and who have at least twenty-five (25) years of creditable service in a State of New Jersey Police and Firemen's Retirement System (PFRS) and PERS LEO, may receive, by separate check, fifty (50%) percent of the cash value of their accumulated sick leave up to a maximum of \$15,000, calculated at the rate of pay at the time of retirement. Said check shall be payable in the first month of retirement or January 1st of the subsequent year, at the retiree's option.
 - b. All current employees with less than twenty (20) years of County service and who subsequently achieve twenty-five (25) years of creditable law enforcement service, may sell back a maximum of fifteen thousand dollars (\$15,000) of accrued sick leave which is determined by taking fifty (50%) percent of the employee's sick time bank at the employee's rate of pay at the time of

Prosecutor



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retirement.

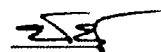
c. Nothing herein shall be construed as providing for terminal leave.

3. Effective December 31, 2018, sick days earned shall not have a monetary value at retirement. Such days shall be utilized before unused days accumulated before December 31, 2018.

Prosecutor



PBA



IX. OVERTIME

1. Overtime shall consist of all hours worked in excess of the regularly scheduled shift of work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week or eight (8) hours per day. All hours paid shall count in the forty (40) hours or eight (8) hours base for determining overtime.
 - a. A normal duty day for employees shall consist of an eight (8) hour shift between Monday and Friday, between the hours of 6:00 a.m. and 5:00 p.m. The established shift shall extend for a minimum of four (4) consecutive weeks.
 - b. The only units that are exempt from the normal duty day are:
 1. The Suburban Narcotics Unit/TNT Task Force.
 2. The SMASH Unit
 3. Any similar targeted task force, as determined by the Prosecutor provided that reasonable notice is provided to the PBA and that the PBA is consulted regarding the task force.
 - c. The Suburban Narcotics Unit/TNT Task Force and the SMASH Unit are authorized to work four (4) ten (10) hour duty days during a calendar week.
 - d. If the employer deems necessary, they may establish a second shift outside the normal duty day. This shift will be from 3:00 p.m. to 11:00 p.m., Monday through Friday. Said shift will be staffed by the weeks on call Detectives. The employer reserves the right to establish a 3:00 p.m. to 11:00 p.m. rotating shift, for all non on-call units.
 - e. Detectives working the Camden County Prosecutor's Office Security Detail, if reinstated, will work from 12:00 p.m. to 8:00 p.m. or the scheduled shift set forth by the Administration and will not receive shift differential.
 - f. Overtime for Detectives recalled to work from their private residence will begin when the investigator leaves their residence.
 - g. Overtime compensation shall be paid to each employee at a rate of one and one-half (1½) their hourly rate. All overtime shall be paid in their regular pay.
 - h. In lieu of overtime, an employee may elect to take compensatory time at one and one-half (1½) regular time. Earned compensatory time off may be taken at the employee's request subject to prior employer approval. All compensatory time not taken by pay period 23 of each year shall be paid as paid overtime on pay period 24 of said year. Payment for such time each year shall be at the rate of pay in effect at the time that the compensatory time was earned.

Prosecutor



PBA



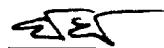
- i. Employees, including on call personnel, who are called back to work will be guaranteed a minimum of three (3) hours call back pay at the rate of time and one-half (1½) the straight time rate.

2. On-Call Pay

- a. If any employee is required to be on-call, that includes all or part of a weekend, such employee shall receive four (4) hours of compensatory time at the rate of time and one-half the straight time rate. If any employee is required to be on-call wherein a holiday falls on the day(s) before and/or after the on-call weekend, the employee shall be compensated an additional two (2) hours compensatory time for a maximum of six (6) hours of compensatory time. If the employee is called out, the employee will be paid one and one-half times their regular rate of pay for all time worked.
- b. Earned compensatory time off may be taken at the employee's request subject to prior employer approval. All compensatory time not taken by pay period 23 of each year shall be paid as paid overtime on pay period 24 of said year. Payment for such time each year shall be at the rate of pay in effect at the time that the compensatory time was earned.

X. SHIFT DIFFERENTIAL

1. The employer will pay a three percent (3%) shift differential to any employee for any shift that requires that employee to work past 11:00 p.m. If the shift requires an employee to work past 11:00 p.m. then that employee will qualify for the shift differential payment including the hours worked before 11:00 p.m.
2. The employer will pay a one percent (1%) shift differential to any employee for any shift that requires that employee to work past 6:00 p.m. If the shift requires an employee to work past 6:00 p.m. then that employee will qualify for the shift differential payment including the hours worked before 6:00 p.m.
3. If a shift is approved by the employer to accommodate a particular employee's personal reason, then no shift differential shall be paid.
4. The shift differential shall not apply where overtime is paid.
5. The shift differential will be paid automatically based upon the employee shift differential sign-in sheet and the hours annotated on the sign-in sheet. No additional paperwork needs to be filed by the employee for the shift differential to be paid.



XI. PERSONNEL FILES

1. Only one personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Special Prosecutions Unit, and may be used for evaluation purposes. Each personnel file shall contain a check-off list indicating the existence and location of any other documents which are not permitted by law or regulation to be kept in the same file.
2. Upon advance notice and at reasonable times, any employee may at any time review his/her personnel file. However, this appointment for review must be made through the Prosecutor or their designated representative.
3. Whenever a written complaint concerning a Detective of their actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in the file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.
4. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without notice and approval of both the Prosecutor and the employee. Employees may make copies of documents in their personnel file. However, removal of any material from a personnel file by any employee may subject that employee to appropriate disciplinary action.

XII. LEAVE OF ABSENCE

1. Leave of absence for employees shall be granted as provided in Civil Service Statutes, Rules, and Regulations, except as otherwise set forth herein.
2. **Military Leave of Absence:** In accordance with N.J.A.C. 4A:6-1.11, employees who are in the National Guard or Reserves shall be granted time off with full pay for training and drills. In order to qualify for a leave of absence with pay, the duty ordered must be field training or annual training as defined in N.J.A.C. 4A:6-1.11. Voluntary request for training or drills are not considered annual training, and therefore, are not eligible for a leave of absence with pay. An employee requesting a leave of absence with pay must submit a copy of their military orders. At the discretion of the employee vacation leave or other compensatory leave may be used in lieu of a leave of absence without pay.
3. Employees entering active duty (not active duty for training) will be granted full base pay for the first ninety (90) calendar days of continuous active duty. If the employee is serving in the National Guard, they will be granted full base pay for ninety (90) workdays in any calendar year. The employee will then receive the difference in pay, if any, between the County gross base pay and the military gross base pay after the ninety (90) day period. The Parties agree that leave granted under this section shall apply to military service provided the employee is called up for active duty.
4. **Emergency and Special Leave:** An employee shall be given time off without loss of pay when:
Performing Jury Duty
 - a. Commanded to appear, not in his usual course of employment, as a witness and not as a party before a Court, legislative committee, or judicial body.
 - b. Performing emergency civilian duty in relation to National Defense or any other emergency when so ordered by the Governor or the President.
5. **Pregnancy Leave:**
 - a. Any request for maternity leave of absence for any period up to and including three (3) months shall be granted. An additional period of up to and including three (3) months shall be granted by the employer when her attending physician states that the additional time is for newborn care or maternity related problems. Said periods shall be an unpaid leave of absence.
 - b. Employees shall be allowed to use all accumulated time prior to any unpaid leave commencing and said time shall not count towards the time period of leave of absence.
 - c. Any request for maternity leave shall be made in writing no later than the fifth (5) month of pregnancy.
 - d. Any pregnant employee shall be permitted to work provided her attending physician approves and submits their approval in writing. The employer further agrees not to assign a pregnant employee

to those assignments that are generally accepted to be reasonably dangerous to her or her baby.

- e. The employer agrees not to terminate an employee because of pregnancy.
- 6. Employees returning from authorized leaves of absences as set forth herein will be restored to their original title of Detective and the appropriate step at the then appropriate rate of pay, with no loss of seniority or other employee's rights, privileges, or benefits.
- 7. Nothing herein shall limit any rights an employee may have under the State or Federal Family and Medical Leave Acts (FMLA).



XIII. INJURED ON DUTY

If an employee is incapacitated and unable to work because of any injury or disease sustained in the performance of his/her duties, the employee shall be entitled to injury leave with full net pay up to six (6) months from the date of such incapacitation during the period in which the employee is unable to perform his/her duties, subject to the approval of the Prosecutor. Payment of this claim shall be subject to the approval of the County's Worker's Compensation Insurance carrier. The County shall pay any employee covered by this section by regular paycheck in order that the employee is fully compensated during the employee's period of disability not to exceed a six (6) month period. In addition, in an extreme hardship case, where an employee remains incapacitated and unable to work after a period of six (6) months, the employee may be granted up to an additional six (6) months injury leave at the discretion of the Prosecutor.

"Full net pay" as used in this Article shall be defined as the employee's net pay amount in the pay period preceding the injury, inclusive of any payroll deductions in effect at the time.

Prosecutor



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XIV. LEGAL DEFENSE AND INDEMNIFICATION

1. The County agrees to indemnify and provide for the legal defense of Detectives covered under this Agreement for matters related to administrative, non-law enforcement activities, to the extent as provided for by law and pursuant to the New Jersey Supreme Court decision in *Wright v. State*, 169 N.J. 422 (2001) with the exception of representation for and payment of exemplary or punitive damages resulting from the employee's civil violation of State or Federal law. In Civil suits other than those in which the claims pertain to the employee's law enforcement activities, representation shall be provided by the County Counsel unless a determination is made by that office that a conflict of interest exists. The County shall not reimburse any employee for the cost of outside counsel fees unless the retention of outside counsel, the total amount of such fees, and the hourly rate payable are all approved in advance by the County's Board of Chosen Freeholders.
2. Whenever an employee is a defendant in any criminal action or legal proceeding arising out of, and directly related to, the lawful exercise of police powers in furtherance of their official duties, the County shall provide said employee with the necessary means for the defense of such action or proceeding, or at the County's discretion, shall provide the employee reimbursement of legal fees for outside counsel. Such reimbursement for outside counsel shall not be provided in instances of a nolo contendere, plea of guilty, or finding of guilt by the court.
3. Whenever any employee is a defendant in any of the above, they shall utilize the Chain of Command to initiate any action to be taken on the employee's behalf.
4. The County will notify the employee in writing immediately and no later than 10 days after the County receives notice that the employee is a defendant in a civil suit. If the civil suit names "John/Jane Doe Detective," the County will notify the PBA 316 President of the pending civil suit in writing. This will allow the employee to notify their legal defense insurance provider.

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XV. GRIEVANCES

1. Purpose. The purpose of this article is to settle all grievances between the Prosecutor and/or County and the employees as quickly as possible so as to ensure efficiency, promote employee morale, and establish fair and equitable standards for all employees of the Union.

2. Definitions. A grievance is defined as any disagreement or dispute between the Prosecutor and/or County and the employee, or between the Prosecutor and/or County and the Union, involving the application, interpretation, or alleged violation of this Agreement, including minor discipline of three (3) days or less not including written or oral reprimands.

A group grievance is a grievance as defined above that affects the Union, or a unit, or a group of units, within the Office of the Prosecutor. A group grievance shall be handled in the same manner as an individual grievance, except as noted in the Rights section of this Article.

The term "and/or County" is applicable to the Grievance Article only when it is established that the submitted grievance involves the County instead of the Prosecutor.

For this Article, an employee is defined as any person employed by the County/Prosecutor and is subject to representation by the majority representative, PBA Local #316. In the case of a group grievance, it shall also mean the Union, or a unit, or a group of units within the Office of the Prosecutor. The Union is defined as PBA Local #316.

The Prosecutor is defined as the Prosecutor of Camden County or his/her authorized representative. County shall mean appointed representative of the Board of Chosen Freeholders of Camden County and/or the Administrator of Camden County.

3. Representation. Any reference to representation in this article shall mean representation by the President of PBA Local #316, their authorized representative, or a Board Employee of PBA Local #316, their authorized representative or the attorney of record for PBA Local #316. However, the Prosecutor, the County, and the Union all realize that an attorney may not be necessary for any and all steps in any grievance or group grievance. Only the Majority Representative shall process and present grievances.

4. Grievances must be filed not later than thirty (30) days after the event or five (5) days after the employee's knowledge of the event. Under no circumstances may a grievance be filed later than one hundred and eighty (180) days after the event.

5. Rights. The employee and/or the Union shall retain any and all rights afforded to them under law and nothing in this Agreement shall be deemed to be a waiver of said rights, unless the employee specifically

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waives those rights in writing and in the presence of the President or Board Employee of PBA Local #316. A three-day recall period shall be in effect from the time the waiver is submitted in which the employee may withdraw said waiver, reinstating the waived rights and/or grievance, without penalty.

In the case of group grievance, the wavier shall be submitted only on an individual basis and affect only the employee that submitted said waiver.

6. Procedure. A grievance must be submitted in writing and answered in writing at all steps in the procedure. The only exception is where a step is eliminated by the nature of the grievance.

The Prosecutor and/or County may review any grievance resolved at step one (1) or step two (2), to ensure that she/he is in agreement with the decision. If the Prosecutor and/or County are not satisfied with the decision, then the grievance shall be re-heard with him/her, as soon as practical.

The grievance shall be processed as follows, except as noted in the above paragraph:

Step 1. The aggrieved employee and the representative of the Union shall discuss and attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved. If it cannot be resolved within three (3) working days, then the grievance shall proceed to Step two (2).

Step 2. The aggrieved employee and the representative of the Union shall discuss and attempt to resolve the matter by going through the chain of command as established by the Prosecutor and/or County respectively. Each level in the respective chain of command that has the ability to discuss and resolve said grievance shall have three (3) working days from the time it is approached by the aggrieved employee and the representative of the Union to discuss and attempt to resolve the grievance. The Prosecutor will supply the Union, in writing, with the chain of command. If the grievance remains unresolved, then the grievance shall proceed to Step three (3).

Step 3. The aggrieved employee and the representative of the Union shall meet with the Prosecutor and/or County to discuss and attempt to resolve the matter within five (5) working days. If the grievance remains unresolved, then either party may elect to proceed to Step 4.

Step 4

- a. In the event that a grievance remains unresolved after the completion of Step 3, the PBA shall have a right to refer the matter to binding grievance arbitration. The arbitrator selection process and the arbitration proceedings shall be conducted pursuant to the arbitration rules of the New Jersey

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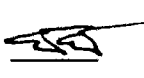
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Public Employment Relations Commission. The decision of the arbitrator shall be in writing and shall be binding on the parties.

- b. It is understood that there shall be no arbitration of any disciplinary actions.
 - c. The costs of the first two (2) arbitration proceedings in a calendar year (i.e. the arbitrator's fees and expenses) shall be divided equally between the parties.
7. With respect to all additional arbitrations beyond two (2) per calendar year, the losing party shall pay the full cost of the arbitrator's services.
8. If there is no clear winner or loser, or there is a dispute, as to which party has won or lost the arbitration, the arbitrator shall decide, how his/her fee is to be apportioned between the parties. The Arbitrator's determination on this issue shall be final and binding.
9. Special Provisions. Whenever it is not possible to hear a grievance during normal working hours, then the employee and the representative of the Union shall be entitled to overtime payment in accordance with the Overtime Article in this Agreement.

The employee and the Union representative may meet during normal business hours for the purpose of discussing or attempting to resolve a grievance, so long as said meeting does not interfere with the good working order of the Office of the Prosecutor as determined by the Prosecutor or their designee. Said meeting times shall not be unreasonably or arbitrarily withheld.

In order to fulfill the purpose of this Grievance Article, the employee, and the Union shall be free from any penalty or reprisal, during or after any stages of a grievance, solely because said employee or the Union decided to file a grievance.

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XVI. DISCIPLINARY ACTIONS

1. **Purpose.** The purpose of this article 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.

This article 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 to the title of Agent.
2. **Definitions.** The term employee, Union, Prosecutor, and County as used in this article shall be defined the same as contained in Article XVII, Section 2 of this Agreement.
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 themselves, or be represented by an authorized employee of the Union, or by an attorney. In any conference, investigation or hearing that might lead to a disciplinary action, an employee may, at their option, have a Union representative present. All reports to be used in any disciplinary action are to be made available to the Prosecutor, employee, and the Union.
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 to the title of Agent to the Prosecutor, 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 formal hearing procedure shall not apply. The employee and the Union 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 is the procedure:
 - a. A Notice of Disciplinary Action shall be prepared by the proper authority and be personally served

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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 nature of disciplinary action subject to the granting of reasonable requests for postponements by said employees, unless mutually waived by the parties.
- c. The charged employee shall have the opportunity to testify in their own defense, to produce relevant evidence and competent witnesses, and to cross-examine witnesses testifying against them.
- d. The hearing shall be conducted in an informal manner without formal rules or procedure but within the bounds of decency and respect.
- e. The Prosecutor may prosecute or preside but not both and may assign either or both of these duties to an authorized representative.
- f. The presiding officer shall admit testimony having reasonable probative value, but shall exclude immaterial, irrelevant, and unduly cumulative testimony.
- g. The hearing may be recorded at the discretion of the presiding officer.
- h. After considering all the evidence both for and against the charge, the presiding officer shall render a verdict as soon as practicable. Although the verdict may be verbal at the time of the hearing, the determination shall be reflected in writing on the Notice of Final Determination which shall include the penalty to be imposed, if any, and must be served upon the employee and the Union as soon as practicable.

7. Appeals. Whenever an employee has been found guilty of a violation of rules and regulations and the penalty imposed is contained in Section 5(a) of this Article, then said penalty shall not be served by the employee until she/he has exhausted any appeal rights to which she/he is entitled within this office under Disciplinary Article of this Agreement.

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- a. The employee and/or the Union may at their option request that the Prosecutor review the severity and appropriateness of the penalty imposed under Section 5(a) of this Article.
- b. The Prosecutor agrees to review all penalties prior to their imposition so that at his/her discretion, the Prosecutor may decrease but not increase said penalty.
- c. The employee and/or Union shall retain any appeal rights that may exist under law, regardless of the outcome of any appeal within the office.

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XVII. BULLETIN BOARD

The employer shall provide a space available to all employees for the posting of notices concerning PBA Local #316 business and activities.

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XVIII. CLOTHING MAINTENANCE

All employees shall receive compensation of money for the replacement of damaged clothing that occurred during the performance of their duty. The employee shall produce a receipt for the replacement article. The employee shall have the request approved by their section supervisor. The employer will make payment to the employee within thirty (30) days of the employee submitting their request or notify the employee in writing within thirty (30) days if the request is denied.

XIX. EDUCATIONAL INCENTIVE

An employee under this contract, who attends an approved college and enrolls and completes courses which, in the judgment of the Prosecutor, are law enforcement related, shall be entitled to a credit reimbursement from the County at the rate of \$25.00 per credit for each undergraduate course so approved or \$50.00 per credit for each graduate course so approved.

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XX. SENIORITY

1. Seniority is defined as being the actual date the employee became a Detective. In the case when more than one Detective is hired on the same day, seniority will then be ranked alphabetically by last name, at time of hire. If the last names match, then it will go to the new hire's first name.
2. Seniority is the determining factor for layoffs, recalls, and in time-off disputes in each respective unit. This article shall not apply to computations used in determining vacation allowances.
3. Upon written requests from the Union, the employer shall furnish a complete seniority list ranked by the actual date that an employee became a Detective. The list will also include the original date of hire and adjusted dates of hire used for vacation allowance purposes.

XXI. PBA LEAVE

1. Up to two (2) employees designated by the Union as representatives of the PBA, other than the PBA President and the PBA State Delegate, shall be granted leave from duty with full pay to attend the two (2) annual conventions designated by the New Jersey State Policemen's Benevolent Association.
2. A President shall be limited to one hundred forty-four (144) hours annually to conduct legitimate union business during his/her regular tour of duty.
 - a. "Legitimate" union business shall include:
 1. Attending to the general administration of the PBA as it pertains to the representation of its members.
 2. Meetings, discussions with members and union attorneys.
 3. Prosecution or defense of any grievance, petition, complaint, or other legal action filed by the PBA as a class action, or on behalf of its members, with any local, state or federal court, agency or commission, including the County and/or Prosecutor. Including the attendance at any hearing, arbitration, or proceeding before an arbitrator, mediator, hearing officer, the Public Employment Relations Commission, Department of Personnel, the New Jersey courts and the Executive and/or Legislative body of the State of New Jersey.
 4. Attending conferences, seminars, conventions, and monthly meetings of the State Policemen's Benevolent Association.
 - b. Regardless of the limitations established in Section 2A above, time spent by the PBA President to conduct legitimate union business shall not be used for calculating the to one hundred forty-four (144) hours of PBA leave.
3. State Delegate
 - a. Notwithstanding the above, the PBA's State Delegate will be granted reasonable and sufficient time off with pay to attend the conferences, conventions, and monthly meetings of the State Policemen's Benevolent Association.
 - b. The PBA's State Delegate shall be provided with sufficient time to attend monthly meetings of the State Policemen's Benevolent Association without loss of pay or benefits.
 - c. Immediately, upon completion of this union business, the PBA's State Delegate shall notify his/her immediate supervisor and if possible, return to work.

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4. Contract Negotiations: The County shall permit designated members of the PBA Negotiating Committee in addition to the PBA President to attend collective bargaining meetings. However, only three (3) members of such Committee, excluding the PBA President, shall be permitted to attend such meetings without loss of pay. The time spent by the PBA President attending the collective bargaining meetings will not be assessed against the PBA Leave time under Section 3(a).

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XXII. SALARY

Employees shall receive wages pursuant to the following:

a. Effective for the Year 2019

1. Employees hired prior to December 31, 2003, shall receive a cost of living increase to their base wage of one and one-half (1.5%) percent effective for the first (1st) pay period in January 2019.
2. Employees hired after December 31, 2003, shall be subject to the wage guide shown below. Employees shall advance one Step from their current Step on the anniversary date of their hiring.

b. Effective for the Year 2020

1. Employees hired prior to December 31, 2003, shall receive a cost of living increase to their base wage of one and one-half (1.5%) percent effective in the first pay period of January 2020.
2. Employees hired after December 31, 2003, shall be subject to the wage guide shown below. Employees shall advance one Step from their current Step on the anniversary date of their hiring.

c. Effective for the Year 2021

1. Employees hired prior to December 31, 2003, shall receive a cost of living increase to their base wage of one and one-half (1.5%) percent effective in the first pay period of January 2021.
2. Employees hired after December 31, 2003, shall be subject to the wage guide shown below. Employees shall advance one Step from their current Step on the anniversary date of their hiring.

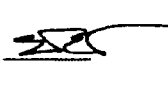
- d. Once an employee hired after December 31, 2003, reaches the top step (Step 18) in any year, they shall receive the same annual cost of living increase provided to employees hired prior to December 31, 2003 effective on the first pay period of the following calendar year. All employees shall advance on the wage guide until they reach top step.

<u>Wage Guide</u>	2019	2020	2021
Step Eighteen	\$102,720	\$102,720	\$102,720
Step Seventeen	\$98,825	\$98,825	\$98,825

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Step Sixteen	\$94,929	\$94,929	\$94,929
Step Fifteen	\$91,034	\$91,034	\$91,034
Step Fourteen	\$87,139	\$87,139	\$87,139
Step Thirteen	\$83,243	\$83,243	\$83,243
Step Twelve	\$79,348	\$79,348	\$79,348
Step Eleven	\$75,453	\$75,453	\$75,453
Step Ten	\$71,557	\$71,557	\$71,557
Step Nine	\$67,662	\$67,662	\$67,662
Step Eight	\$63,767	\$63,767	\$63,767
Step Seven	\$59,871	\$59,871	\$59,871
Step Six	\$55,976	\$55,976	\$55,976
Step Five	\$52,081	\$52,081	\$52,081
Step Four	\$48,185	\$48,185	\$48,185
Step Three	\$44,290	\$44,290	\$44,290
Step Two	\$40,395	\$40,395	\$40,395
Step One	\$36,500	\$36,500	\$36,500
Recruit/Training	\$32,604	\$32,604	\$32,604

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XXIII. HEALTH BENEFITS

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 thirty (30) hours or more per week for medical and prescription drug benefits. The Union and County agree to be bound by the requirements and terms of the NJSHBP and the New Jersey State Health Benefits Commission.
2. As soon as reasonably possible and/or permissible, the 20/30 match plan shall become the base plan for all employees with employees continuing to contribute to premium sharing as set forth in Appendix B of this agreement. Employees may elect to enroll in coverage from any of the other plans offered by the County to its classified employees, but shall pay the difference in the premium cost between the base plan and the selected plan in addition to the premium sharing amount set forth in Appendix 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 Appendix B, whichever contribution amount is greater.
2. Base salary shall be used to determine what an employee earns for the purposes of this provision.
3. 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. seq., 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.
4. 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.

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Co-Payments

1. 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. 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.

Dependent Coverage

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

Retiree Benefits

1. Any employee with twenty (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.
2. Any employee with less than twenty (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 Appendix B, chapter 78 including any future cost of living adjustments, whichever is greater.
3. Current employees 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 a State

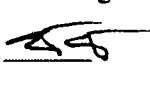
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administered retirement system; or current employees retiring on an ordinary disability pension, shall receive health and prescription benefits subject to the following percentage of premium contributions:

<u>YEARS WITH THE EMPLOYER</u>	<u>PERCENT OF PREMIUM</u>
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.

4. 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.
5. Employees who retire after December 31, 2013, shall pay the identical medical and prescription co-payments, and deductibles paid by active employees in the same plan except that deductible payments for retirees will be capped at the deductibles established under P.L. 1977, Chapter 330 for the lowest cost State plan available.
6. Retirees 65 or older who are eligible for Medicare shall pay the premium cost of the health and prescription drug programs applicable to Medicare eligible retirees in which they are enrolled.
7. 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.
8. 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.
9. 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

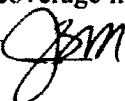
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to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare.

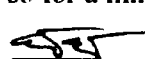
Waiver of Coverage

1. Eligible employees covered by this agreement may choose, in writing, to "waive insurance coverage." Participation in 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 same gender 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
 - Camden County Board of Social Services
 - Camden County Metro Police
 - Other organizations affiliated with the County
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 Benefit 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

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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 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.

Miscellaneous

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.

Health and Welfare

1. The Employer shall pay or cause to be paid to the PBA, Local #316 and 316A (respectively) Health & Welfare Fund the sum of \$818.00 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.

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2. The Union agrees to save and hold harmless the Employer for any liability arising out of or under the administration of the PBA Local #316 and 316A Health and Welfare Fund, and further agrees to make available to the Employer audits or reports dealing with the Fund.

Special Provisions

1. If an employee is killed in the line of duty the employee's spouse shall be entitled to free health benefits and prescription plan for life as well as the children up to the age permitted in the employee's plan.
2. The spouse of an employee who dies in active service (not in the line of duty) shall be entitled to health and prescription benefits at their cost pursuant to COBRA.

Employees shall also be responsible for any extra costs incurred by the Employer if there is a change in their status that would affect medical and prescription benefits including but not limited to divorce or death of a covered family member and the employee fails to report it within thirty (30) days of the event.

3. The Employer reserves the right to change its Health Benefit Administrator and/or carrier so long as substantially similar benefits, coverage, and administration as are provided under the current health benefit program(s) are maintained. The Employer agrees to provide at least sixty (60) days' notice to the PBA and to provide the PBA with the master plan documents for both the current and proposed plans for the purpose of review and comparison of benefits and coverage levels.

Prosecutor  PBA 

XXIV. EQUIPMENT

The Employer after agreement with the Union shall provide and maintain all equipment needed to perform all assignments safely.

Prosecutor  PBA 

XXV. PRESERVATION OF RIGHTS

1. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Camden County Prosecutors Office which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.
2. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.
3. This article shall not affect any written agreement between the parties that has a specific term ("sunset provision"). Where the parties have entered into a specific agreement for the availability of a benefit for a specific term then said Article shall control.
4. Where the parties agree that a specific benefit or practice shall terminate on a specific date then such agreement shall supersede the above paragraphs.

Prosecutor



PBA



XXVI. SEVERABILITY AND SAVINGS

If any provision or portion of a provision is subsequently declared by the proper legislative or administrative agency of competent and final jurisdiction, or judicial authority or court of law of final and competent jurisdiction to be unlawful, invalid or unenforceable, then the remainder of the provisions and/or the remainder of any portion of a provision(s) shall not be affected and shall continue in full force and effect.

Prosecutor



PBA



XXVII. TERMS OF CONTRACT

The Employer agrees to maintain and preserve all contractual terms and benefits to which employees represented by the Union would be otherwise entitled to during the course of negotiations for a successor. Negotiations for a successor agreement shall begin when one party notifies the other in writing of their intent to commence negotiations.

Prosecutor  PBA 

XXVIII. TERM AND RENEWAL

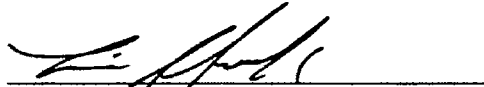
This Agreement shall have a term from January 1, 2019 through December 31, 2021. If the parties have not executed a successor agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor agreement is executed except that the Employer may immediately implement any change in law regarding any term or condition of employment upon the expiration date of this Agreement or prior to the expiration of this Agreement if implementation is required by law during the term of this Agreement.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

POLICEMAN'S BENEVOLENT ASSOCIATION, PBA LOCAL #316

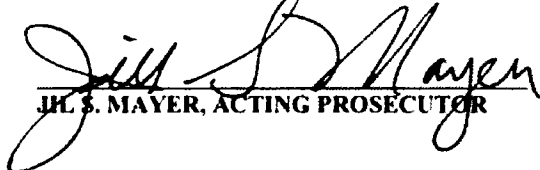

DYLAN DEACON PRESIDENT

DATE: 11/7/19


TIMOTHY HOUCK, Vice-President

DATE: 11/7/19

PROSECUTOR OF CAMDEN COUNTY


JILL S. MAYER, ACTING PROSECUTOR

DATE: 11/7/19

SCHEDULE A

Health Benefits Contribution for Family Coverage

- a. For Family Coverage Or Its Equivalent, An Employee Who Earns:
 - i. less than \$25,000 shall pay 3 percent of the cost of coverage;
 - ii. \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;
 - iii. \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;
 - iv. \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;
 - v. \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;
 - vi. \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;
 - vii. \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;
 - viii. \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;
 - ix. \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;
 - x. \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;
 - xi. \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;
 - xii. \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;
 - xiii. \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;
 - xiv. \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;
 - xv. \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;
 - xvi. \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;
 - xvii. \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;
 - xviii. \$110,000 or more shall pay 35 percent of the cost of coverage

Prosecutor  PBA 

SCHEDULE A

Health Benefits Contribution for Single Coverage

- b. For Individual Coverage Or Its Equivalent, An Employee Who Earns:
 - i. less than \$20,000 shall pay 4.5 percent of the cost of coverage;
 - ii. \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;
 - iii. \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;
 - iv. \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;
 - v. \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;
 - vi. \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;
 - vii. \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;
 - viii. \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;
 - ix. \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;
 - x. \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;
 - xi. \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;
 - xii. \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;
 - xiii. \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;
 - xiv. \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;
 - xv. \$95,000 or more shall pay 35 percent of the cost of coverage;



SCHEDULE A

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

- c. For a member with child or spouse coverage or its equivalent, an employee who earns:
 - i. less than \$25,000 shall pay 3.5 percent of the cost of coverage;
 - ii. \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;
 - iii. \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;
 - iv. \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;
 - v. \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;
 - vi. \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;
 - vii. \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;
 - viii. \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;
 - ix. \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;
 - x. \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;
 - xi. \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;
 - xii. \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;
 - xiii. \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;
 - xiv. \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage;
 - xv. \$100,000 or more shall pay 35 percent of the cost of coverage.