

AGREEMENT
BETWEEN
COUNTY OF SALEM
AND
ASSISTANT PROSECUTORS
OF
SALEM COUNTY
EFFECTIVE
JANUARY 1, 2022
THROUGH
DECEMBER 31, 2024

INDEX

PREAMBLE	4
ARTICLE ONE RECOGNITION	4
ARTICLE TWO NON-DISCRIMINATION	4
ARTICLE THREE MANAGEMENT RIGHTS	4
ARTICLE FOUR STANDARD OPERATING PROCEDURES	6
ARTICLE FIVE FULL-BARGAINED CLAUSE	6
ARTICLE SIX GRIEVANCE PROCEDURE	6
ARTICLE SEVEN COMPENSATION	9
ARTICLE EIGHT HEALTH BENEFITS	10
ARTICLE NINE ADMINISTRATIVE LEAVE	11
ARTICLE TEN VACATION	11
ARTICLE ELEVEN SICK LEAVE	12
ARTICLE TWELVE BEREAVEMENT LEAVE	13
ARTICLE THIRTEEN LEAVE OF ABSENCE WITHOUT PAY	14
ARTICLE FOURTEEN WORKERS' COMPENSATION	15

ARTICLE FIFTEEN RETIREMENT BENEFITS	15
ARTICLE SIXTEEN HOLIDAYS	16
ARTICLE SEVENTEEN TRAVEL EXPENSES	16
ARTICLE EIGHTEEN SEVERABILITY	16
ARTICLE NINETEEN OCCUPATIONAL SAFETY AND HEALTH	17
ARTICLE TWENTY RESIGNATIONS	17
ARTICLE TWENTY-ONE TERM AND RENEWAL	17
ARTICLE TWENTY-TWO POLICY AND PROCEDURE MANUAL	18

PREAMBLE

This Agreement entered into this 13th day of June, 2022, by and between the Salem County Prosecutor, hereinafter called the "Employer", the Association of Assistant Prosecutors of Salem County, hereinafter called the "Association", and the Salem County Board of County Commissioners, hereinafter called the "Funding Agent", has as its purpose the promotion of harmonious relations between the Association and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of salaries and other conditions of employment.

ARTICLE ONE RECOGNITION

The Employer hereby recognizes Association of Assistant Prosecutors of Salem County as the exclusive bargaining unit for all employees in the bargaining unit who hold the title of Assistant Prosecutor for the purpose of collective bargaining and all other activities relative thereto, pursuant to the Public Employer/Employees Relations Act of the State of New Jersey and all other applicable law. However, excluded from this bargaining unit shall be the Chief of Trials and the First Assistant Prosecutor.

ARTICLE TWO NON-DISCRIMINATION

Non-Discrimination. The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, national origin, physical handicap, mental handicap, Union membership or activity, or family relationship.

Respect and Dignity. The County and Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of or by an employee is inappropriate and will not be tolerated. Harassment will be grounds for disciplinary action up to and including termination.

ARTICLE THREE MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by applicable State and Federal laws; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement;
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operational functions, and maintenance of the facilities and equipment of the Employer;

3. To reprimand, suspend, discharge or otherwise discipline employees. The parties hereto recognize that members of the bargaining unit serve at the pleasure of the Employer.
 4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;
 5. To determine the number of employees and the duties to be performed;
 6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;
 7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Employer;
 8. To determine the number, location and operation of divisions, departments, units, and all other work groups of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
 9. To make or change Employer rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement. Any promulgation or change in the rules, regulations, policies or resolutions that clearly change the terms and provisions of this Agreement, will be submitted to the Association for review at least fifteen (15) days before such change or promulgation is implemented. If the Association wishes to comment on the promulgation or change, such comment will be submitted to the appropriate Employer agent at least five (5) days before the implementation of the promulgation or change.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, shall only be limited by the language of this clause, and it is agreed that this enumeration of management rights shall not be deemed to exclude other rights not enumerated, it being specifically understood, however, that the foregoing shall not be exercised, promulgated or implemented in such a way as to abrogate the rights of employees as provided for in this contract or as provided for in law.
- C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of management rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.
- D. Nothing in this Article shall be deemed to negate the obligation of the Employer as well as the members of the bargaining unit to comply with the Code of Ethics promulgated by the Office of the Attorney General which the parties hereto agree they will follow.

ARTICLE FOUR
STANDARD OPERATING PROCEDURES

A. The Employer and the Association agree that the Employer may, at its discretion, promulgate and maintain standard operating procedures. This manual may include, but is not limited to, standards of work performance, standards and methods of performance evaluation, rules, regulations, and policies regarding the daily operation of the Prosecutor's Office insofar as it applies to the employees in the Association.

B. In the promulgation and maintenance of the standard operating procedures, and in any future changes and amendments in the content of the manual, the Employer shall consult with the Association. However, the Prosecutor retains the right to implement such rules and standard operating procedures at his/her sole discretion.

ARTICLE FIVE
FULLY-BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement.

ARTICLE SIX
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions contained in this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the First Assistant Prosecutor and having the grievance adjusted without the intervention of the Association and/or Employer.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of the Agreement and may be raised by an individual, the Association at the request and on behalf of an individual or group of individuals.

C. Procedural Definitions

1. "Day" means a day when County offices are open for business.
2. "Party in Interest" is a person, agent or agency with an interest in the grievance.
3. "Representative" is a person or agent designated to represent either party in this procedure.

D. Procedural Guidelines

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a Union representative at all levels of the procedure.
5. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
6. Failure by the Employer to issue a decision within the specified time limits shall render the grievance advanced to the next level.
7. The time limits set forth in any step of the grievance procedure may be waived by mutual consent of both parties.
8. The parties in interest will cooperate in the investigating and providing pertinent information concerning a grievance being processed.
9. Notice of hearing shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.
10. All evidence submitted under this procedure by either party must be submitted prior to Step 2 of the Grievance Procedure. If evidence is submitted after Step 2, either at the employer level or at the arbitration level, in arbitrable matters, it shall be excluded from the hearing.
11. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to presenting any grievance to arbitration.

Steps of the Grievance Procedure

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

STEP ONE

A grievance, to be considered under this procedure, must be initiated by the grievant within ten (10) days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. All grievances must be submitted in writing.

STEP TWO

If the grievance is not resolved within ten (10) working days after it is submitted at Step One, the employee may appeal the grievance in writing to the County Prosecutor.

STEP THREE

If the grievance remains unresolved, it shall be presented by the employee within ten (10) working days, or his/her representative to the County Administrator. The County Administrator shall review and investigate the grievance. If a hearing is to be held on the grievance by the County Administrator, the employee will be notified within fifteen (15) working days after the grievance is received by the County Administrator. If a hearing is not deemed necessary, the employee will receive an answer to the grievance within fifteen (15) working days after it is presented to the County Administrator.

STEP FOUR

- A. If the grievance has not been settled through Steps One, Two, or Three, either party may submit the grievance to final and binding arbitration thirty (30) working days after the determination made by the County Administrator.
- B. The Arbitrator shall be selected pursuant to the rules and regulations of the Public Employer Relations Commission of the State of New Jersey (P.E.R.C.). After an Arbitrator is mutually selected pursuant to these procedures, the Arbitrator shall contact the parties individually and directly to schedule a hearing date acceptable to both parties.
- C. The Arbitrator shall be bound by the provisions of this Agreement and shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement.
- D. The decision of the Arbitrator shall be final and binding.
- E. The Arbitrator cannot make any recommendations that are contrary to the authority of the County Prosecutor as provided in the New Jersey statutes.
- F. The cost for the services of the Arbitrator shall be borne equally by the Employer and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

**ARTICLE SEVEN
COMPENSATION**

As of January 1, 2022, with increases as of January 1st of each year thereafter, each Assistant Prosecutor will receive compensation in accordance with the following scale:

STEP SYSTEM			
Step	2022	2023	2024
1	62,250	66,000	66,000
2	67,560	68,911	70,289
3	69,733	71,128	72,551
4	71,905	73,343	74,810
5	74,077	75,559	77,070
6	76,250	77,775	79,331
7	78,422	79,990	82,798
8	80,594	82,206	83,850
9	82,767	84,422	86,110
10	84,939	86,638	88,371
11	87,111	88,853	90,630
12	89,284	91,070	92,891
13	91,456	93,285	95,151
14	93,628	95,501	97,411
15	96,201	98,125	100,088
16	97,973	99,932	102,517
17	100,146	102,149	104,192
18	102,318	104,364	107,593
19	106,490	108,620	110,792
20	110,463	112,672	114,925
21	112,635	114,888	117,186
22	114,807	117,103	119,445
23	116,979	119,319	121,705
24	119,151	121,534	123,965
25	121,323	123,749	126,224

Current Assistant Prosecutors will be placed on the step salary guide starting in 2022 and progressing through 2024 as follows:

AP	2022	2023	2024	Steps Over Course of Contract
Harley	67,560	71,128	74,810	2, 3, 4
Riley	69,733	73,343	77,070	3, 4, 5
Degli Obizzi	74,077	77,775	82,798	5, 6, 7
Gleason	84,939	88,853	92,891	10, 11, 12
Holmes	87,111	91,070	95,151	11, 12, 13
Mestern	93,628	98,125	102,517	14, 15, 16

Morrone	97,973	102,149	107,593	16, 17, 18
Galemba	100,146	104,364	110,792	17, 18, 19
Flynn	112,635	117,103	121,705	21, 22, 23
Forte	114,807	119,319	123,965	22, 23, 24

Upon expiration of this Contract all employees of the Bargaining Unit will remain at their then current salary until a new Contract is negotiated and executed.

In addition, the County shall pay \$400.00 per week to each assistant prosecutor who is "on call" for that particular week. "On call" refers to any week in which an Assistant Prosecutor is required to be available, pursuant to the Criminal Justice Reform Act, between 4:30 p.m. and 8:00 a.m. Monday through Friday, all day Saturday and Sunday and on Holidays. No more than one Assistant Prosecutor shall be on call any particular week. The "back up on call" Assistant Prosecutor shall receive \$150.00. No more than one Assistant Prosecutor shall be the "back up on call" any particular week.

Pay Days. The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees shall receive their regular bi-weekly pay by direct deposit to their banking institution, free of charge, under the following circumstances:

1. The deposit must be for net pay only
2. Employees must complete an authorization form with the Personnel Office as well as providing supporting documentation from their banking institution.
3. The foregoing is subject to change if the Salem County Policy covering said matters change.
4. All County employees who request Direct Deposit will be required to have their pay period ending to be the Thursday before payday. Upon termination from the County, all employees will be paid for all days worked up to and including their last day of employment.

ARTICLE EIGHT

HEALTH BENEFITS

A. Medical Plan - The Employer shall continue to provide medical insurance for full time employees. All employees shall have health care premium contributions deducted from their payment in accordance with state law.

B. Dental - All full-time employees shall be eligible to enroll in the dental program through a carrier selected by the County. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive, and diagnostic care plan. The maximum amount payable will be a total of \$1,000.00 in any calendar year in accordance with the descriptive program booklet provided by the carrier.

C. Prescription Plan - The Employer shall provide a pharmaceutical plan enabling full-time

employees and their dependents to purchase prescription drugs at retail pharmacies upon payment of ten dollars (\$10) for generic drugs and twenty-five dollars (\$25) for brand-name drugs.

D. Selection of Carrier - The Board of County Commissioners, at its sole discretion, retains the right to select and change insurance carriers during the terms of this Agreement. Selection of carrier is a managerial prerogative not subject to the terms of this collective bargaining agreement as long as the new coverage is substantially equivalent.

E. The County will form a joint healthcare committee comprised of members of each of its bargaining units along with the Clerk of the Board, Treasurer, Broker of Records and our health care providers to assess means to control benefit costs, specifically in the areas of healthcare, sick time, and workers compensation.

ARTICLE NINE **ADMINISTRATIVE LEAVE**

Assistant Prosecutors shall be eligible for four (4) days of administrative leave per calendar year. Except in emergency conditions, forty-eight (48) hours prior notice of such request shall be given to the immediate supervisor. Administrative leave may be taken in fifteen-minute increments, as well as whole days during the calendar year in which earned and shall not be accumulative or carried into the next calendar year.

ARTICLE TEN **VACATION**

A. All employees who are members of this bargaining unit shall be entitled to the following annual vacation with pay, vacation leave may be taken in fifteen minute or hourly increments, as well as in whole days. Subjected to the approval of the requested times by the first Assistant Prosecutor or Prosecutor.

1. For each full month from date of hire up to and including the last day of December following such date of hire -one (1) workday per month for each month actually worked.

2. Beginning January 1 following the employee's initial hiring date through sixty (60) consecutive calendar months - twelve (12) days per year.

3. Beginning with the first day of the sixth calendar year to the last day of the twelfth calendar year - fifteen (15) days per year.

4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year - twenty (20) days per year.

5. Beginning with the first day of the twenty-first calendar year and for all years accumulated thereafter- twenty-five (25) days per year.

B. Employees separated from County employment - Any employee who is laid off, discharged, retired, or otherwise separated from County service for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation earned at the time of

separation. If, however, an employee has utilized a vacation before it is earned, and then that employee is separated from the County, the amount of vacation that has been utilized but not earned will be deducted from the employee's earnings in the last payroll period that the employee works for the County and the Employer.

C. Vacation Carry-Over - When in any calendar year the vacation or any part thereof is not granted for reasons of Employer business, such vacation period shall accumulate and be granted during the next succeeding year only. Employees may carry a maximum of one full pay period of vacation leave into the subsequent annual vacation period only and no further extension will be granted into the next succeeding period by the Employer.

ARTICLE ELEVEN

SICK LEAVE

A. Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury;
2. Exposure to contagious disease;
3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family;
4. Death in the employee's immediate family, for a reasonable period of time.

Sick leave may also be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid necessary to function on the job. In such cases, the Employer may require reasonable proof.

B. Definition of Immediate Family. Immediate family means the employee's spouse, child, legal ward, grandchild, foster child, mother, father, legal guardian, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, and other relatives residing in the employee's household.

C. Eligibility. Employees in this unit shall be entitled to the following sick leave with pay:

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31 following such date of appointment and thereafter shall be entitled to sick leave as set forth in Paragraph 2 below.
2. Fifteen (15) days sick leave with pay for each calendar year. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. Sick leave may be used in whole days, half days or full hourly increments only. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when it is needed. An employee who leaves employment for any reason during the calendar year shall reimburse the employer for paid working days used in excess of his or her prorated

entitlements. Sick leave may be taken in fifteen-minute increments.

D. Verification Requirements. If an employee is absent for five (5) or more consecutive working days, for any reason set forth in the above, or for any other reason where sick leave is requested, the Employer may require acceptable evidence. The nature of the illness shall be stated on any Doctor's Certificate unless it is confidential between the doctor and the patient.

1. The Employer may require proof of illness for an employee on sick leave whenever such requirement is reasonable, on a case-by-case basis, with timely notice to the employee. Such requirement shall be consistent with New Jersey Department of Personnel Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action. The Employer may adopt such other sick leave verification procedures that are reasonable and they deem appropriate and are consistent with State law.

A. When it is known that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and the patient).

B. Any employee who does not expect to report to work because of personal illness or for any other reason as set forth in Paragraph A above, shall notify his/her immediate supervisor by telephone or personal message within one (1) hour after the beginning of work for his/her position.

C. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local Department of Health, or upon such reasonable proof as the Employer shall require.

E. Catastrophic Illness. Any Assistant Prosecutor who has suffered a catastrophic illness or injury may receive sick leave voluntarily donated by other Assistant Prosecutors, subject to the following conditions:

1. A catastrophic illness or injury shall be understood as a condition based on a medical prognosis, which requires a period of treatment or recuperation, as a result of which the employee is unable to work, or is expected to be out of work, for at least two months of consecutive work time or on an intermittent basis equivalent to two months' work time.

2. An employee may receive donated sick leave for personal illness or injury or care for a seriously ill member of an employee's immediate family. For the purposes of this policy, immediate family shall include any relations as are deemed within the definition of family members under the NJFLA and the federal FMLA. In general, immediate family is defined as a parent, child, and spouse or civil union partner.

3. An employee will be eligible to receive up to ninety (90) days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

4. An Assistant Prosecutor may donate up to five (5) sick days to another Assistant Prosecutor provided he or she retains a balance of at least forty (40) sick days; up to ten (10) days provided he or she retains a balance of eighty (80) days; or up to fifteen (15) days with a balance of one hundred twenty (120) days.

ARTICLE TWELVE

BEREAVEMENT LEAVE

Employees shall be allowed up to three days off for each incident, without loss of pay, upon the death of a member of the employee's immediate family in order to attend services or visit with family. For purposes of this Section, "immediate family" shall be defined as in Article Ten above. In addition, any immediate family of the employee's spouse shall be deemed to be included. Bereavement leave must be taken within three (3) working days of the funeral or memorial service.

If a Bereavement policy at variance with that stated above is incorporated into the collective bargaining agreement between the County of Salem and the Salem County Prosecutor's Superior Officers Association effective January 1, 2013, that Bereavement leave policy shall substitute for the Bereavement leave policy above and shall be deemed as incorporated herein by reference.

ARTICLE THIRTEEN

LEAVE OF ABSENCE WITHOUT PAY

- A. General Entitlement. Any employee may be granted an unpaid leave of absence for medical or educational reasons, family circumstances, or other good cause upon written application to the Employer. Requests shall be submitted in writing, stating the reasons, the beginning date, and the expected date of return. Leaves may be granted for up to one year at a time and may be extended under exceptional circumstances.
- B. Earning of Leave Benefits. Employees on unpaid leaves of absence shall not earn sick or vacation leave during such unpaid leave.
- C. Maternity Leave. Upon medical verification of pregnancy, an employee may use paid sick leave and/or other paid leave prior to delivery and up to two months after delivery (or longer, if medically indicated). Unpaid leave may also be provided in accordance with the Family Leave Act and the Family and Medical Leave Act.
- D. Paternity Leave. An employee may use his accumulated vacation time or any other leave to which he may be entitled under this Agreement for a period of one month prior to and one month past delivery of his child and shall be entitled to apply for such leaves as are permitted in accordance with the New Family Leave Act.

ARTICLE FOURTEEN
WORKER'S COMPENSATION

In case of disability due to illness or injury as a result of, or arising from, an employee's job, the employee will, subject to Worker's Compensation regulations, be paid seventy percent (70%) of regular base pay.

ARTICLE FIFTEEN
RETIREMENT BENEFITS

Post-Retirement Health Benefits. The Employer shall provide post-retirement medical health insurance benefits, provided the employee qualifies for and has retired through the New Jersey Division of Pensions and Benefits under the Police and Firemen's Retirement System (PFRS) or the Public Employees' Retirement System (PERS) and meets at least one of the following requirements:

1. Retirement on a disability pension; or
2. Retirement with twenty-five (25) years or more of service credit in a state or locally administered retirement system and at least fifteen (15) years of service with the County of Salem; or
3. Retirement at age sixty-two (62) or older with at least fifteen (15) years of service with the County of Salem.

The post-retirement coverage shall be applicable to the employee and only to the employee's spouse and dependents covered at the time of retirement. If the coverage, referenced in the preceding sentence, changes after retirement the retired employee shall be responsible for any additional cost or premium. Coverage for any surviving spouse or dependents may continue after the death of the retired employee, subject to payment of the premium by such spouse/dependents. Retirees receiving the coverage shall be required to enroll in Medicare (both Parts A and B) upon eligibility therefore, and the Medicare coverage shall be the primary coverage.

Retiree Severance Pay. Employees who are eligible for service pension and who elect to retire will receive severance pay by separate check for fifty percent (50%) of their unused accrued sick leave at the date of retirement as full payment thereof. The severance pay value will be calculated on employee's current rate of pay. In no case shall the severance pay exceed the maximum of fifteen thousand dollars (\$15,000.00).

ARTICLE SIXTEEN

HOLIDAYS

A. The following holidays, enumerated below, are recognized by the Employer and will be paid holidays for the employees in this bargaining unit unless they are otherwise scheduled at the discretion of the Employer:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3rd Monday in February)
4. Good Friday
5. Memorial Day (4th Monday in May)
6. Independence Day
7. Labor Day
8. Columbus Day (2nd Monday in October)
9. Veteran's Day
10. Election Day
11. Thanksgiving Day
12. Thanksgiving Friday (Day after Thanksgiving)
13. Christmas Day
14. Juneteenth (3rd Friday in June)
15. Such holidays as the Employer legally may deem appropriate for all employees.

The holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday.

B. Whenever a holiday as enumerated above in this Article is decreed to be a normal workday by the Employer, an Official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

ARTICLE SEVENTEEN

TRAVEL EXPENSES

Mileage Reimbursement. Employees who are specifically requested and authorized to use their personal vehicle for authorized Prosecutor's Office business will be compensated at the rate of the current state rate, except in those instances where the exact mileage rate is governed by an applicable State statute or a court order. Employees who are properly authorized to utilize their vehicle for Prosecutor's Office business must submit their request for compensation for mileage on the proper voucher.

ARTICLE EIGHTEEN

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered by this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE NINETEEN
OCCUPATIONAL SAFETY AND HEALTH

Working Conditions. The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees. The employee at all times shall adhere to safety rules, policies, procedures and other requirements set forth by the County, along with state and federal entities, for the protection of its workforce.

Accidents. Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his supervisor. The report must contain all details of the incident including the name, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the other driven, and the identify of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Board of County Commissioners.

ARTICLE TWENTY
RESIGNATIONS

Notice. Employees who resign will give at least two weeks' written notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice.

ARTICLE TWENTY-ONE
TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2022, and retroactive to that date. This agreement shall expire December 31, 2024. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred twenty (120) days prior to the expiration date of this Agreement, of its desire of change, modification or termination of this Agreement.

ARTICLE TWENTY-TWO
POLICY AND PROCEDURE MANUAL

The Association and the members thereof acknowledge receipt and review of the draft of the proposed County of Salem Policy and Procedure Manual. To the extent that the Association or the members thereof must consent to same, said consent is hereby given.

FOR THE ASSOCIATION

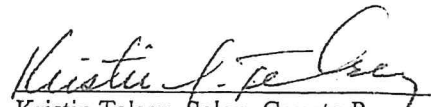
FOR THE EMPLOYER

Kristin Telsey, Salem County Prosecutor

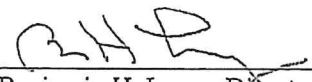
FOR THE FUNDING AGENT:

Benjamin H. Laury, Director
Salem County Board of Commissioners

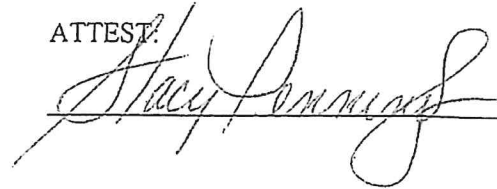
ATTEST:


Kristin Telsey, Salem County Prosecutor

FOR THE FUNDING AGENT:


Benjamin H. Laury, Director
Salem County Board of Commissioners

ATTEST:



Nancy
[Signature]

Kristin F. Telsey
Kristin Telsey, Salem County Prosecutor

FOR THE FUNDING AGENT:

BH Laury
Benjamin H. Laury, Director
Salem County Board of Commissioners

ATTEST:

[Signature]