AGREEMENT BETWEEN THE

THE GLOUCESTER COUNTY PROSECUTOR

TOGETHER WITH

THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE ASSOCIATION OF ASSISTANT PROSECUTORS OF GLOUCESTER COUNTY

JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

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PREAMBLE

This agreement is entered into by and between the Gloucester County Prosecutor, together with the Board of Chosen Freeholders (hereinafter referred to as "the Employer") and the Association of Assistant Prosecutors of Gloucester County (hereinafter referred to as "the Association"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

Now, therefore, in consideration of the mutual covenants and understandings expressed therein, the parties agree as follows:

ARTICLE I
RECOGNITION

1.1. The Employer recognizes the Association being the exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees in the Prosecutor's Office to include the following: Chief Assistant Prosecutors (which shall include only Chief of Grand Jury and Chief of Trial); Supervising Senior Assistant Prosecutors (which shall include only Senior Assistant Prosecutor – Narcotics and Senior Assistant Prosecutor – Domestic Violence); Assistant Prosecutors (which shall include all other assistant prosecutors); and for such additional classification and internal titles as the parties may agree in writing to include.

1.2. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females. Except as otherwise specifically noted, a reference to "employees" or to "Assistant Prosecutors" shall refer to all employees covered by this Agreement.

ARTICLE II
RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

2.1. The Employer and the Association recognize that it is in the best interests of both parties, the Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Association and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Association's status as the exclusive bargaining representative of all Employees covered by this Agreement.

ARTICLE III
NON-DISCRIMINATION

3.1 In accordance with relevant law and to the extent of statute, no employee will be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS and HIV status, religious affiliation, or legal participation or non-participation in Association activities.

ARTICLE IV
HOURS OF WORK

4.1 Working hours for all Employees covered by this Agreement are generally from 8:30 a.m. until 4:00 p.m. However, with the prior consent of the Prosecutor, or his/her designee, all Employees covered by this Agreement may vary their work hours with the first consideration being the present needs of the Prosecutor's Office.

4.2 It is recognized that certain Employees covered by this Agreement may be assigned to responsibilities that take place outside of the general daily working hours set forth in Section 5.1. On such occasions, the Employee shall be assigned flexible hours with the prior consent of the Prosecutor or his/her designee consistent with the total general daily working hours set forth in Section 5.1.

ARTICLE V
SALARIES AND WAGES

5.1 The base salary for Assistant Prosecutors covered by this Agreement shall be dictated by Exhibit A. Each job classification shall be assigned a salary scale as shown in Exhibit A or as otherwise agreed by the parties. The starting salary for each job classification shall be 1. Incremental or step increases shall be granted annually to all employees on steps 1 through 20, advancing continuously through the scales as of the first day of the calendar quarter following the Employee's anniversary of hire. Following the ratification of this Agreement, with an effective January 1, 2013, each employee currently on payroll in the title of Assistant Prosecutor will be placed on the scale nearest to the sum of the employee's salary as of December 31, 2012 plus 2% (two percent).

5.2 The base salary for Chiefs and Sr. Assistant Prosecutors shall proceed according to Exhibit A and be effective as of January 1, 2013.

5.3 In the event that more than one salary exists for a Supervising Assistant Prosecutor or Chief Assistant Prosecutor, an employee promoted to Supervising Assistant Prosecutor or Chief Assistant Prosecutor will move into the lower salary amount for the title as shown on the salary schedule, Exhibit A.

5.4 All new hires will begin at salary scale 1 and progress through the salary scale as indicated in 5.1. Any vacant Supervising Assistant Prosecutor or Chief Assistant Prosecutor position shall be filled via the promotion of an Employee that was covered by this contract at the time of the vacancy. All promotions are at the sole discretion of the Prosecutor.

ARTICLE VI
CONTINUING LEGAL EDUCATION ASSISTANCE/INCENTIVE

6.1 The Employer agrees to reimburse tuition and book costs upon satisfactory completion up to a maximum of $800 per Employee covered by this Agreement for courses per year that are related to, or may lead to the advancement in related positions as determined by the Gloucester County Prosecutor or his designee, for the year of 2013. Effective January 1, 2014, this provision is null and void.

6.2 The Employer agrees to reimburse for all mandatory continuing legal education expenses as mandated by the New Jersey Supreme Court subject to the prior approval of the Prosecutor and County Administrator. The County Administrator shall approve all requests so long as the employee has credit requirements that must be fulfilled.

ARTICLE VII
OVERTIME COMPENSATION

7.1 Members of the Association are professional employees under the FLSA and may work more than the general work hours without any additional compensation, subject to the provisions of this Article regarding compensatory time.

7.2 Employees shall be entitled to a maximum of sixty-five hours of compensatory time which must be utilized by no later than the end of the calendar year in which it is earned. Compensatory time may be earned by working those hours in the office or in court either before and/or after the general daily working hours set forth in Section 5.1 of this Agreement or, in the case of approved flex time, by working those hours either before and/or after the approved flex time hours. Any request for compensatory time earned outside the office or courtroom must be pre-approved by the Prosecutor of his/her designee in writing.

7.3 Employees shall be responsible for using compensatory time off no later than the end of the calendar year in which it is earned. However, Employees shall be permitted to carry over compensatory time for any of the reasons enumerated in Sections 7.3.1 through 7.3.3. Employees who fail to use their accumulated compensatory time by the end of the calendar year, subject to Sections 7.3.1 through 7.3.3 shall lose such compensatory time. Employees who resign in good standing with a balance of unused compensatory time shall be paid at the regular straight-time rate of pay for such time. Official compensatory time records shall be made available for inspection by Employees upon reasonable request.

7.3.1 The time was earned in the month of December.

7.3.2 The Employee was prevented from using his or her compensatory time because of the pressure of County business or because of approved absence from duty.

7.3.3 The Employee's compensatory time balance is less than one full working day.

ARTICLE VIII
TRAVEL EXPENSES

8.1 The Employer agrees to reimburse Employees who are required to use their personal vehicles for the conduct of County business in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees shall likewise be reimbursed.

8.2 In the event any Employee is required to travel outside of Gloucester County in the course of employment for which an overnight stay is required, the Employee will be reimbursed for necessary meal expenses at a maximum rate of ten dollars for breakfast, fifteen dollars for lunch, and twenty-five dollars for dinner. Nothing herein shall preclude the Employer from allowing a higher rate or including an in-county allowance at its sole discretion because of unusual circumstances.

ARTICLE IX
HEALTH BENEFITS

9.1 The Employer will provide medical, prescription drug and vision care benefits as follows to each eligible employee and his or her dependents as described in 9.2 (including subsections of 9.2). For purposes of this section, eligible employees are understood to be all full-time employees and all part-time employees who are regularly scheduled to work an average of at least twenty hours per week.

9.2.1 Medical coverage will be in accordance with the plans offered by the State Health Benefits Program.

9.2.2 Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program.

9.2.3 It is understood that the vision care shall remain a separate policy providing coverage in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as follows: examination, $30; frames, $20; single-vision lenses, $30; bifocal lenses, $40; trifocal lenses, $50; lenticular lenses, $100; contact lenses, $200.

9.3 The Employer agrees to provide disability coverage to all eligible Employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

9.4 The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependents of employees. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan may also enroll their dependents.

9.4.1 Employees who do not have medical and prescription coverage pursuant to Section 9.1 above but receive dental coverage under this section, at a cost to the Employer which shall be capped at $31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Any and all costs over $31 shall be the responsibility of the Employee

9.4.2 Open enrollment periods for the dental plans shall be in November of each year, for coverage beginning on January 1.

9.5 Employees who terminate their employment or begin unpaid leaves of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins.

Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the Employer four weeks in advance of the coverage month.

9.6 Insurance coverage will be provided to retirees as provided in all subsections to this Paragraph.

9.6.1 The Employer shall continue medical coverage for Employees who retire on pension with at least twenty-five years or more of credited service in the Public Employees Retirement System (PERS), together with their dependants (including survivors). In addition, coverage shall be continued for all Employees who retire through PERS on a disability pension, together with their eligible dependants at the time of retirement.

9.6.2 The Employer will provide for continuation of prescription benefits to all Employees who retire with at least twenty-five years of credited service in PERS with at least seven years with the County of Gloucester. Such coverage shall be limited to Employees and eligible dependants at the time of retirement.

9.6.3 The Employer will provide medical and prescription benefits that are substantially the same as, or equivalent to, the benefits they would receive if still actively employed. Retirees will not be required to pay contributions toward the cost of their post-retirement coverage except as may be required by law.

9.6.4 Insofar as permitted by law, the Employer will allow Employees who retire to continue any group health benefits that are not paid for by the employer after retirement pursuant to 9.2.1 and 9.2.2 by paying the premium costs for such coverage themselves.

9.7 The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

9.8 In January of each year, Employees who are enrolled in the medical or prescription plans pursuant to this Article may elect to waive either or both coverages, subject to Sections 9.8.1 through 9.8.4.

9.8.1 Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

9.8.2 Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during a subsequent open enrollment period or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An Employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty days after

giving notice or as soon thereafter as is permitted under the insurance then in effect.

9.8.3 Waivers of coverage will take effect January 1 following the employee's election.

9.9 The Employer will offer a plan by which Employees may set aside a portion of their salaries in the form of flexible spending accounts pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursed medical or dependant care expenses. The terms of the plan will be subject to the approval of both the Association and the Employer.

9.10 Employees will contribute toward the cost of health benefit coverage as required by law. Contributions will be made by payroll deduction on a pre-tax basis pursuant to a plan adopted under Section 125 of the Internal Revenue Code.

ARTICLE X
CREDIT UNION CHECKOFF

10.1 The Employer agrees to make payroll deductions for any Employee, upon written request, to be paid to an appropriate Credit Union as authorized by 40A:9-17.

ARTICLE XI
VACATION TIME

11.1 Employees shall be credited with vacation leave based upon their years barred as an attorney in good standing in the State of New Jersey. During the first calendar year of such Bar membership, Employees will earn one vacation day for each month worked in that year.

11.2 Beginning with the second calendar year of such Bar membership, Employees will be entitled to vacation time equal to 12 working days.

11.3 Beginning with the year in which the Employee's fifth anniversary of Bar membership falls, Employees will be entitled to vacation time equal to 15 working days.

11.4 Beginning with the year in which the Employee's twelfth anniversary of Bar membership falls, Employees will be entitled to vacation time equal to 20 working days.

11.5 Beginning with the year in which the Employee's twentieth anniversary of Bar membership falls, Employees will be entitled to vacation time equal to 25 working days.

11.6 Vacation time shall be used in one-day increments. Where, in a calendar year, vacation time, or any part thereof, is not used, vacation time equal to eight working days will be carried forward into the next succeeding year only and will be scheduled to be used in the next succeeding year. Any additional vacation time left unused at the end of a calendar year may be carried forward upon the written approval of the Prosecutor or his/her designee, which will not be unreasonably denied.

11.7 Accrued, unused vacation leave shall be paid to the estate of a deceased Employee. Any Employee retiring or otherwise separating shall be entitled to a pro rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave carried over from the previous year will be included.

11.8 Part-time Employees shall be credited with vacation time as specified above and pro-rated based on the percentage of full-time hours worked, rounded up to the next whole day.

ARTICLE XII
HOLIDAYS

12.1 The following shall be the minimum number of paid holidays per year:

New Year's Day	Memorial Day	Veterans' Day
MLK's Birthday	Independence Day	Thanksgiving Day
Labor Day		Day after Thanksgiving
Washington's Birthday		Christmas Day
Good Friday	Election Day	Columbus Day

Additional holidays shall be granted as legally mandated or by determination of the Employer. Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

ARTICLE XIII
SICK LEAVE

13.1 "Sick leave" is hereby defined as leave from work due to personal illness other than a workplace accident or exposure to contagious disease. Sick leave may also be used for short periods of attendance of the Employee to a member of their immediate family who is seriously ill. A doctor's note attesting to the need for the employee's attendance may be required by the Prosecutor in cases of suspected abuse or extended sick leave of five (5) days or more. Unused sick leave shall accumulate from year to year.

13.2 Sick leave equal to one working day shall accrue for each month worked during the first calendar year of an employee's employment. Employees shall be entitled to sick leave equal to fifteen working days for each subsequent calendar year after the first. Sick leave shall be credited, pro-rated to part-time Employees based on the percentage of full-time hours worked and rounded up the next whole day.

13.3 The term "immediate family" is hereby defined as an employee's parents, siblings, spouse, children or foster children and other relatives living in the employee's household.

13.4 Employees who are absent for reasons that entitle him/her to sick leave shall call his/her supervisor at least one hour prior to the Employee's usual reporting time, except in emergency circumstances. However, in all circumstances, an Employee who is absent for reasons that entitle him/her to sick leave shall notify his/her supervisor prior to the Employee's usual reporting time. Failure to give such notice may be cause for the denial of the use of sick leave for that absence. Future occurrences may give cause to a verbal warning.

13.5 Supplemental compensation for retirees

13.5.1 Payment upon retirement – Upon retiring on pension, an Employee shall be eligible for a one-time supplemental payment based on the number of unused sick days remaining to the Employee's credit in accordance with 13.5.2.

13.5.2 Calculation of payment to retirees – The supplemental payment for retirees will be calculated as follows:

a. The number of unused sick days will be divided in half;
b. The result of "a" will be multiplied by the value of a day's pay for the Employee at retirement;
c. The resulting figure will constitute the supplemental payment, except that in no case shall such payment exceed $15,000

ARTICLE XIV
BEREAVEMENT

14.1 Employees shall be entitled to bereavement time equal to four working days per death of an immediate family member. For the purposes of this Section, "immediate family" is defined as parents, parents-in-law, spouse, siblings, grandparents, children, grandchildren and foster children. Such bereavement time will not be deducted from annual sick leave.

ARTICLE XV
MISCELLANEOUS PAID LEAVE

15.1 *Administrative Leave.* Employees shall be allowed three days off with pay annually for personal business, except that Employees hired on or after July 1 shall be entitled to one administrative leave day in the first calendar year of service. Except in cases of emergency, requests for administrative leave shall be submitted to the appropriate department head at least two working days in advance of the requested leave date. It is understood that in order to maintain sufficient service levels, the Employer reserves the right to deny a request for administrative leave if services would be interrupted, hindered, or obstructed.

15.2 *Emergency Excusals.* In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the Employees from work without loss of pay. Employees who are required to work on such days while the rest of the work force is excused shall receive compensatory time equal to the time worked on such days or cash at the option of the Employer.

15.3 *Jury Duty.* Employees called for jury duty shall not suffer loss of pay for such service. An Employee shall be required to turn over to the Employer any per diem fee received for jury duty in such cases.

15.4 *Military Leave.* Employees in the military service, including New Jersey National guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law or County ordinance or resolution. Employees with weekend military obligations whose normal work schedule requires them to work on some or all weekends may have their weekend work schedule amended by the Employer during such week so that there will be no conflict and the County and military obligations may both be met without additional cost to the Employer.

ARTICLE XVI
UNPAID LEAVES OF ABSENCE

16.1 Upon request, an Employee may be granted a leave of absence without pay for up to six months where necessary for medical, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Requests for leave shall not be unreasonably denied. Upon returning from an approved leave, an employee shall be restored to his or her previous position or to an equivalent position.

(a) An employee requesting medical leave will be required to provide a medical certification explaining why leave is needed.

(b) Requests for leave shall be made at least two weeks in advance whenever possible. If two weeks' notice is not possible, the employee shall give notice as soon as practicable. Except in cases of emergency, requests shall be in writing. The Employer shall respond promptly in writing as well.

(c) When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will be responsible for notifying the Employer with reasonable promptness, but in no event less than two working days prior to the new return date, unless notice is waived by the Employer.

(d) Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date.

16.2 Disability due to pregnancy shall be considered as any other disability in accordance with Federal law.

16.3 All applicable requirements of the State Family Leave Act and the Federal Family and Medical Leave Act shall be followed with respect to employees who request leave for

(a) childbirth
(b) care of a newborn child
(c) care of a newly adopted child
(d) care of a newly placed foster child
(e) care of a parent, child or spouse with a serious health condition
(f) serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

16.4 Any Employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

ARTICLE XVII
ASSOCIATION LEAVE

17.1 The Employer agrees to allow a maximum total of nine days of unpaid leave annually which may be divided amongst a maximum of three designated officers of the Association to participate in Association activities. The Association shall determine how to divide the leave. Such days may be utilized in one-half-day increments. In January of each year, the Association shall notify the Employer of the names of the three officers who are eligible to use such Association leave days, and shall also notify the Employer of any changes in the designated officers during the course of the calendar year.

17.2 In addition to the Association leave set forth in 17.1, no Association representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

ARTICLE XIII
DISCIPLINARY ACTIONS

18.1 The following subsections shall be acceptable pre-disciplinary procedures.

18.1.1 The Association and the Employer may agree to confer regarding resolution of problems in order to prevent disciplinary action.

18.1.2 Counseling and oral warnings are appropriate pre-disciplinary actions to be taken at the Employer's discretion. Counseling and oral warnings are not discipline and are not subject to the grievance or arbitration provisions of this contract.

18.1.3 Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the written warning and placed in the employee's personnel file.

18.2 Disciplinary actions may include written reprimands, suspensions, demotions and termination from employment.

18.3 Discipline shall be imposed for just cause only. The Prosecutor shall bear the burden of proof. After twelve consecutive months without further discipline of the Employee in question, the Employer shall not use a written warning for further, progressive discipline.

18.4 Discipline shall be progressive in nature and corrective in aim. Disciplinary action shall be initiated for acts occurring within six (6) months of an event or when management should reasonably have become aware of the event.

18.5 Any Employee who is subject to questioning by the Employer or his/her designee and has reasonable cause to believe that discipline may result, is entitled to Association representation during such questioning. The Employer shall notify the employee that the potential for discipline may exist and of the employee's right to Association representation. Association representation may include the President or other Employee designated by the Association to handle grievances.

18.6 Written Notice of Proposed Disciplinary Action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts upon which the charges are based and the nature of the discipline to be imposed. Copies of disciplinary notices shall be provided to the Association as soon as possible but not more than 24 hours after being given to the employee.

18.7 The following subsections shall be the disciplinary hearing procedure.

18.7.1 The hearing officer shall be fair and impartial and conduct a full due-process hearing.

18.7.2 Within ten business days after receiving a Notice of Proposed Disciplinary Action, Employees may request a hearing, which shall be held within fifteen business days unless agreed otherwise. If no hearing is requested within ten business days of receipt of the Notice of Proposed Disciplinary Action, it is deemed waived. A Final Notice of Disciplinary Action shall be issued and discipline shall be imposed.

18.7.3 The Employee may be represented at the hearing by an Association representative or representatives. The Employer shall issue a decision and furnish the Employee and the Association with a Final Notice of Disciplinary Action within ten business days after the hearing, or such additional time as may be agreed to by the parties.

18.7.4 Upon request by the Union, the Employer shall provide the Union, within 10 days prior to a hearing, with copies of all documents and any other information which is relied upon to determine the charges and the penalty imposed on an Employee.

18.7.5 Hearings involving Minor Discipline

18.7.5.1 Minor discipline is defined as a written reprimand and/or suspension of five business days or less.

18.7.5.2 Hearings involving suspensions shall be conducted by a hearing officer assigned by the Prosecutor but shall be a member of legal staff. The scheduling of said hearings will be mutually agreed upon by the Employer, the hearing officer, and the Union.

18.7.5.3 Hearings involving written reprimands shall be conducted by a local hearing officer.

18.7.6 Hearings involving Major Discipline

18.7.6.1 Major discipline is defined as termination, disciplinary demotion, suspension for more than five business days per incident (in five-day blocks) and suspension for five business days if the aggregate number of business days for which the Employee is suspended in the calendar year is fifteen or greater.

18.7.6.2 Hearings involving major discipline shall be conducted by a hearing officer assigned by the Prosecutor. The scheduling of said hearings will be mutually agreed upon by the Employer, the hearing officer and the Union.

18.7.6.3 Hearing officers shall make findings of fact and an advisory recommendation to the Prosecutor. A copy of the hearing officer's decision will be provided to the parties. The Prosecutor, or his/her designee, shall issue a written final determination. The Prosecutor, or his/her designee, can accept, reject, or modify the hearing officer's decision. If the hearing officer's decision is

rejected or modified, the Prosecutor, or his/her designee, shall give reasons for such rejection or modification in the final, written determination.

18.7.6.4 The Association shall have the right to respond to the hearing officer's recommendation stating its objections or areas of disagreement. The Association shall have five working days of receipt of the hearing officer's report to respond.

18.8 Miscellaneous Provisions

18.8.1 Hearings conducted pursuant to this Article shall be fair and impartial and shall provide, at a minimum, for examination and cross-examination of witnesses and procedures for the authentication of evidence to be introduced. Either the Employer or the Association may make a verbatim record of the hearing through a certified court reporter or tape recording, but no recording of such proceedings shall be made without notification to the other party. The party making the verbatim record shall provide the other party with a copy of the record without charge.

18.8.2 No Employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings. Any employee who is involved in a hearing as a witness, representative, or resource person will be allowed to attend such proceedings without loss of pay or benefit time.

18.9 The final, written determination of the Prosecutor, or his/her designee, shall be subject to appeal by the Association through the arbitration procedure set forth in Article 19.

ARTICLE XIX
GRIEVANCE PROCEDURE

19.1 Grievance Defined

19.1.1 A grievance is a claimed breach, misinterpretation or improper application of the terms of this contract; or a claimed violation, misinterpretation or misapplication of rules or regulations, existing policies or practices, orders, agreements, administrative decisions, or laws applicable to the Employer and policies applicable to the Employee which establishes terms and conditions of employment.

19.1.2 Disciplinary matters as set forth in Article XIII are not subject to the pre-arbitration provisions of the grievance procedure set forth in this article. Rather, they will be conducted pursuant to the procedures set forth in Article XIII. However, appeals of the final determination of the Prosecutor with respect to discipline shall be subject to the binding arbitration provisions of this Article.

19.2 The purpose of the Grievance Procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the Employer upon written request. The procedure set forth in this Article shall be the sole and exclusive means of seeking adjustments and settling grievances.

19.3 General Rules

19.3.1 Grievances may be filed by the Union, and shall be governed by the procedures set forth herein. The Association may submit a grievance either within the time limits referred to herein or, with the consent of the Prosecutor, which consent shall not be unreasonably withheld, within thirty business days of the occurrence giving rise to the grievance. An employee or group of employees involved shall be entitled to be present and to use the grievance procedure with the consent of the Association and to be represented by the Association in accordance with the provisions herein.

19.3.2 Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use or representation by the Association during the grievance procedure, or for being a witness or other participant in the grievance procedure.

19.3.3 The Association may undertake to amend the grievance during any step of the procedure. It is understood that such amendment is only for the purpose of

clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

19.3.4 Meetings and/or hearings shall be scheduled by the Employer after consultation with the Association as to availability of mutually convenient dates and times within the time limits set forth herein.

19.3.5 The number of days indicated at each step of the grievance procedure shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual, written consent.

19.3.6 The lack of response by the Employer within the prescribed time periods, unless time limits have been extended by mutual, written agreement, should be construed as a negative response.

19.3.7 The Association representative shall have the right directly to examine or cross-examine witnesses who appear at a hearing at any step of this procedure. The Association shall have the right to be present and to state its views at all steps of the grievance procedure.

19.3.8 At each step of the procedure, all grievance decisions shall include a written explanation of the reason for the decision.

19.3.9 The Employer shall provide both the grievant and the Association with a copy of the grievance decision at each step of this procedure.

19.3.10 A Association Representative or steward shall be permitted reasonable time to investigate grievances and reasonable time to present and process grievances during working hours without loss of pay or time.

19.3.11 Any Employee scheduled by the parties during his/her working hours to participate in grievance procedures shall suffer no loss in pay or benefits for appearances in grievance hearings. There shall be no claim for compensatory time in the event the grievance hearing extends beyond the employee's normal work day.

19.3.12 Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness of such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his/her normal scheduled working hours. There shall be no claim of compensatory time in the event the grievance hearing extends beyond the witness' normal work day.

19.3.13 The burden of proof shall be on the grievant.

19.3.14 The Employer, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.

19.3.15 The parties shall submit a list of witnesses, grievants and Association representatives attending the hearing to the hearing officer at least three business days in advance.

19.4 A Preliminary Informal Procedure shall be recognized. An Employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given to the grievant within five business days. The Employee has the option of having a Association Representative present for the discussion. However, the Association shall not be bound by any informal settlement between the Employee and his/her supervisor. This informal step does not preclude or mitigate the employee or Association from utilizing the full formal grievance procedure described in this article.

19.5 Formal Grievance Procedure

19.5.1 The grievant, through the Union, may present the grievance in writing to the Prosecutor within twenty (20) business days of the date the grievant knew or should have known of its occurrence.

19.5.2 The Association shall be notified by the Prosecutor within two (2) business days of a grievance that is received from an employee.

19.5.3 A meeting shall be scheduled between the Association Representative and the Prosecutor within ten (10) business days of receipt of the grievance, at which witnesses may be presented, examined, and cross-examined. A written disposition of the grievance shall be given to the grievant and the Association within five business days of the meeting. The 10-day deadline may be extended only by mutual agreement.

19.6 Arbitration

19.6.1 A grievance which is not satisfactorily resolved may be appealed to arbitration only by the Association through its designee within thirty calendar days from the date the Association received the Prosecutor's written disposition of the grievance. If no written decision is received, then a grievance may be appealed within forty-five calendar days from the conclusion of the procedure outlined in Section 19.5 et. seq. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issues or issues absent a settlement.

19.6.2 A final written determination of the Prosecutor imposing discipline, as set forth in Article 18 of this Agreement, may be appealed to arbitration by either the Association or the employee who has been disciplined within thirty calendar days

from the date that the Association and the employee received the formal, written determination of the Prosecutor, or if no formal, written decision is issued, within forty-five calendar days of the imposition of the disciplinary penalty. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.

19.6.3 The parties herewith agree to utilize the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission ("PERC"), and shall follow the procedures set forth by PERC for grievance arbitration matters.

19.6.4 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State of New Jersey, or any written policy of the Prosecutor not inconsistent with this Agreement, or to determine any dispute involving the exercise of management functions which are within the authority of the Prosecutor, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expense of the arbitrator shall be divided equally between the Employer and the moving party. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

19.6.5 The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty calendar days of his/her acceptance to act as arbitrator and shall issue hi/her decision within thirty calendar days after the close of the hearing.

ARTICLE XX
PERSONNEL RECORDS

20.1 A complete copy of each employee's personnel records shall be provided to that employee upon reasonable request at no cost to the employee. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

20.2 No disciplinary document shall be placed in an employee's official personnel record file unless such document is first provided to the employee.

20.3 The Employer shall furnish, upon reasonable prior request, a listing of all new hires, terminations, title changes and reassignments of all employees and home addresses of Employees to the Union.

ARTICLE XXI
MANAGEMENT RIGHTS

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

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

21.1.2 To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

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

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

21.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law and pursuant to the disciplinary procedures set forth above.

21.1.6 To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason. Lay-offs pursuant to this provision shall be made on the basis of seniority, with those Employees with the least seniority being laid off first.

21.1.7 To subcontract any of the work performed by Employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Association is consulted sixty days in advance.

21.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof

are in conformance with the Constitution and laws of New Jersey and of the United States.

21.3 Nothing contained in this Agreement shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXII
INDEMNIFICATION

22.1 The Employer indemnifies and holds an employee harmless for any damages relating to and/or resulting from any tort claim, federal claim, or any civil action of local, State or Federal law arising from the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing. The employee shall be entitled to indemnification by the County, including but not limited to that provided by N.J.S.A. 59:10-4, and/or by the State as provided by Wright v. State of New Jersey, 169. NJ 422 (2001).

22.2 The Employee shall notify the Prosecutor and County within five (5) business days of receipt of the notice or action.

ARTICLE XXIII
SEVERABILITY

23.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 XXIV
MEMBERSHIP FEES

24.1 It shall be the responsibility of the Employer to pay the fee for the Clients' Protection Fund as well as any other fees required by the New Jersey State Bar Association and by the Gloucester County Bar Association for an attorney to remain in good standing in the Bar of the State of New Jersey.

24.2 The Employer shall pay annual dues for each eligible employee to the New Jersey Assistant Prosecutor's Association. As per letter dated October 31, 2005, authored by Jessica S. Oppenheim, Assistant Attorney General, Chief of the Prosecutors Supervision and Coordination Bureau, funds obtained through forfeiture proceedings may be used to pay the membership dues, if the Employer so wishes.

ARTICLE XXV
FULLY-BARGAINED AGREEMENT

25.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXVI
MAINTENANCE OF BENEFIT

26.1 Proposed New Rules and/or modifications of existing rules governing working conditions shall be negotiated with the Association and shall not be implemented without Association agreement.

ARTICLE XXVII
ASSOCIATION RIGHTS AND ACCESS

27.1 Association Representatives. The Association has the sole right and discretion to designate Employees who are authorized to serve as the Association's representatives, including President, Treasurer, Secretary, Bargaining Committee and any other office that is required for the functioning of the Association. The Association will specify the responsibilities and authority of its representatives to act on behalf of the Association. The Association will provide the Employer with a complete list of its Office-holders and representatives.

27.2 The Employer shall afford to designated Association members reasonable time, during normal working hours, to conduct official business.

27.3 Association Communication and Information.

27.3.1 Reasonable space will be provided by the Employer for Association materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Association use.

27.3.2 When telephone messages for Association representatives are received by the Employer, the message will be delivered to the representative at the earliest possible time.

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

27.3.4 The Association and Employer agree that the Association may utilize telephone, fax and email to communicate with members and its representatives related to Association matters.

ARTICLE XXIII
TERMS OF AGREEMENT

28.1 This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2016. The parties shall commence negotiations on a successor Agreement pursuant to the regulations of the Public Employment Relations Commission.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to affix their signatures this _____ day of _____, 2013.

FOR THE ASSOCIATION
JOSEPH A. BROOK, AP

Sean Dalton, Prosecutor

Robert M. Damminger
Freeholder Director

Chad M. Bruner
County Administrator

Exhibit A - Salary Schedule

	2013	2.00%								
	1	2	3	4	5	6	7	8	9	10
Asst	$54,913	$59,837	$61,761	$63,685	$65,609	$67,533	$69,457	$71,381	$73,305	$75,229
	11	12	13	14	15	16	17	18	19	20
Pros	$77,153	$79,077	$81,001	$82,925	$84,849	$86,773	$88,697	$90,621	$92,545	$97,835
Suprs (no steps)	2.00%									
Supr AP1		$99,390		Chief AP1		$108,239				
Supr AP2		$102,312		Chief AP2		$110,074				

	2014	1.00%								
	1	2	3	4	5	6	7	8	9	10
Asst	$55,462	$60,435	$62,379	$64,322	$66,265	$68,208	$70,152	$72,095	$74,038	$75,981
	11	12	13	14	15	16	17	18	19	20
Pros	$77,925	$79,868	$81,811	$83,754	$85,697	$87,641	$89,584	$91,527	$93,470	$98,813
Suprs (no steps)	2.00%									
Supr AP1		$101,378		Chief AP1		$110,404				
Supr AP2		$104,358		Chief AP2		$112,276				

	2015	1.50%								
	1	2	3	4	5	6	7	8	9	10
Asst	$56,294	$61,342	$63,314	$65,287	$67,259	$69,231	$71,204	$73,176	$75,149	$77,121
	11	12	13	14	15	16	17	18	19	20
Pros	$79,093	$81,066	$83,038	$85,011	$86,983	$88,955	$90,928	$92,900	$94,873	$100,296
Suprs (no steps)	2.00%									
Supr AP1		$103,405		Chief AP1		$112,612				
Supr AP2		$106,446		Chief AP2		$114,521				

	2016	1.75%								
	1	2	3	4	5	6	7	8	9	10
Asst	$57,279	$62,415	$64,422	$66,429	$68,436	$70,443	$72,450	$74,457	$76,464	$78,471
	11	12	13	14	15	16	17	18	19	20
Pros	$80,478	$82,484	$84,491	$86,498	$88,505	$90,512	$92,519	$94,526	$96,533	$102,051
Suprs (no steps)	2.00%									
Supr AP1		$105,473		Chief AP1		$114,864				
Supr AP2		$108,574		Chief AP2		$116,812				

Memorandum of Agreement

Between the Association of Assistant Prosecutors of Gloucester County and the Gloucester County Prosecutor and the County of Gloucester

The negotiators for the Gloucester County Prosecutor, the County of Gloucester and the Association of Assistant Prosecutors of Gloucester County have agreed to the contract provisions as set forth below for employees in the above referenced bargaining unit. All other provisions of the current contract covering years 2013-2016 will remain in effect. It is understood that this agreement is conditioned on ratification by the union and by management.

Article V Salaries and Wages

New Subsection

5.5 There will be three (3) Supervising Assistant Prosecutors and two (2) Chief Assistant Prosecutors which is an addition of one (1) Supervising Assistant Prosecutor from when this contract was entered into between the parties.

Exhibit A-Salary Schedule

The Salary Schedule is hereby modified to provide for the following three (3) salaries for the position of Supervising Assistant Prosecutors:

2014 2.00%

Supr AP1	$101,378
Supr AP2	$102,878
Supr AP3	$104,358

2015 2.00%

Supr AP1	$103,405
Supr AP2	$104,905
Supr AP3	$106,446

2016 2.00%

Supr AP1	$105,473
Supr AP2	$106,973
Supr AP3	$108,574

FOR THE COUNTY OF GLOUCESTER

FOR THE AAPGC

DATED: 7/23/14