

CONTRACT

BY AND BETWEEN

POLICE BENEVOLENT ASSOCIATION, LOCAL #316

AND

THE OFFICE OF THE CAMDEN COUNTY PROSECUTOR

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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**AGREEMENT BETWEEN EMPLOYEES OF
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #316
AND PROSECUTOR OF CAMDEN COUNTY**

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 Investigators, hereinafter referred to as "Investigator" 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.

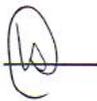
LA
PBA

I. RECOGNITION

The Camden County Prosecutor hereby recognizes the Police Benevolent Association, Local #316, as the sole bargaining representative for Investigators 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.

Date: January 13, 2008

PBA:

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Prosecutor:

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II. AGENCY SHOP

1. The County agrees to deduct the fair share fees from the earnings of those employees who elect not to become employees of the Association and to transmit the fee to the Majority Representative.
2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
3. The fair share fee for service rendered by the Association, shall be in an amount equal to the regular employeeship dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
5. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County and to all employees within the unit the information necessary to compute the fair share for services enumerated above.

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6. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. The appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
7. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

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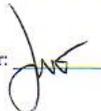


III. DUES CHECKOFF

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

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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.

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IV. MANAGEMENT RIGHTS

1. The Prosecutor retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in him 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 Investigators are retained by the Prosecutor.

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.

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V. EMPLOYEE RIGHTS

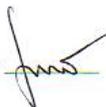
1. The employees and the Union retain any and all rights afforded to them under the Constitution of the United States, Statutes of the United States and the laws of the State of New Jersey and any other applicable law.
2. Nothing in this Agreement shall be deemed to be a waiver of said rights, unless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

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VI. 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.

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VII. VACATION DAYS

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

1 year	12 working days per year
2 - 7	15 working days per year
8 - 11	18 working days per year
12 - 20	23 working days per year
21 - 24	25 working days per year
25 & over	28 working days 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 thirty-five (35) days. No employee, however, shall be penalized by loss of vacation days should he be assigned emergency duty during his vacation period.

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VIII. 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 Birthday
Washington's Birthday	Lincoln's Birthday
Good Friday	Memorial Day
4th of July	Friday before Labor Day
Labor Day	Columbus Day
Veterans' Day	General Election Day
Thanksgiving Day	Christmas Day

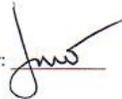
- a. Also, any day which is declared jointly by the State of New Jersey and the County of Camden, to be a holiday, shall be recognized to be a paid holiday under this contract.
- b. When the Board of Freeholders declare by formal action, a holiday for all County employees, any employee required to work on such holiday shall be given compensatory time at the rate of time and one half.
2. Holidays which fall within an employee's vacation shall not be counted as, or deducted from, vacation leave.
3. It is understand 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.
4. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.
5. If an employee is required to work a holiday set forth in paragraph (1) hereof, the employee shall receive overtime pay for such time worked.

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6. In addition to the above provisions, each employee covered by this agreement shall be granted annually three (3) personal days.

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IX. 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.

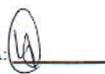
Four (4) days in the event of the death of a brother or sister of an employee.

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 his discretion, grant more time which shall not be charged against the employee's sick or vacation time.

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X. 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 employee.
 - 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. Upon retirement, employees covered by this Agreement who have at least twenty-five (25) years of creditable service in Law Enforcement in the State of New Jersey, may receive, by separate check, 50% 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.

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XI. 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 is Monday through Friday, excluding recognized holidays, 8:30 a.m. to 4:30 p.m. It is acknowledged by the employees that due to the nature of certain units their normal duty day may not occur between 8:30 a.m. and 4:30 p.m. The only units that are exempt from the 8:30 a.m. to 4:30 p.m. duty day are the Domestic Violence Task Force, Narcotics Unit, the Camden City Shoot Team Task Force, Community Partnership & Prosecutions. The Trial Team duty day may occur between 8:00 a.m. and 5:00 p.m. This does not prevent the investigators working the previously mentioned units from receiving the negotiated shift differential. The Employer and the Union can mutually agree to modify an employee's work schedule, with the employee's knowledge and approval. Requests for modifications will not be unreasonably denied by either party.
 - b. Except as stated in Section 1a above, under no circumstances may a supervisor request an investigator, nor may an investigator volunteer to work outside of the recognized duty day of 8:30 a.m. to 4:30 p.m. without the employer compensating the investigator with overtime or compensatory time, at the investigator's preference.
 - c. Investigators working the Camden County Prosecutor's Office Security Detail from 12:00 p.m. to 8:00 p.m. will receive neither shift differential nor overtime.
 - d. Overtime for investigators recalled to work from their private residence will begin when the investigator leaves their residence and end when the investigator returns to their residence.

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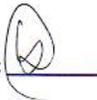
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2. Overtime compensated shall be paid to each employee at a rate of one and one-half (1½) their hourly rate. All overtime shall be paid in their regular pay.
3. It shall be at the discretion of an employee to receive compensatory time at one and one-half (1½) time. Earned compensatory time off may be utilized at the employee's request subject to prior employer approval. All compensatory time not utilized 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.
4. 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 the straight time rate.
5. On-Call Pay
 - a. Effective January 1, 2008, if any Unit employee is required to be on-call, that includes all or part of a weekend, such employee shall be compensated four - (4) hours compensatory time. If any Unit member is required to be on-call wherein a holiday falls on the days surrounding the on-call weekend, the employee shall be compensated an additional two (2) hours compensatory time. If the employees 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 utilized at the employee's request subject to prior employer approval. All compensatory time not utilized 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.

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XII. SHIFT DIFFERENTIAL

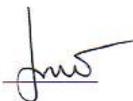
The employer will pay a three percent (3%) shift differential to all employees for all hours worked between 1800 hours and 0800 hours. If a shift is approved by the employer to accommodate a particular employee's personal reason then no shift differential shall be paid. If employees are scheduled for work at straight time between those hours with less than forty-eight (48) hours notice, they will be paid an additional 1%, i.e. a 4% shift differential. The shift differential shall not apply where overtime is paid.

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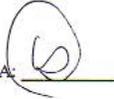
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XIII. PERSONNEL FILES

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 Office of the Prosecutor, 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 of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Prosecutor or his/her designated representative.
3. Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she 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 Employer and the employee. Employees of the Department may make copies of documents in their personnel file. However, removal of any material from a personnel file by any employee of the Department may subject that employee to appropriate disciplinary action.

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XIV. LEAVE OF ABSENCE

1. Leave of absence for employees shall be granted as provided in Civil Service Statutes and Rules and Regulations, except as otherwise set forth herein.

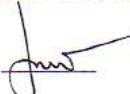
2. Military Leave of Absence: An employee who is a employee of the National Guard or reserves of the Military or Naval Forces of the United States who is required to undergo field training, shall be granted leave of absence with pay for the period of such tour of duty not to exceed two (2) weeks per year. This leave shall be in addition to the annual vacation leave, provided the employee presents an official notice from his Commanding Officer prior to the effective date of such leave.
 - a. Permanent employees shall be granted a leave of absence without pay if called to active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State in time of war or emergency, or pursuant to or in connection with the operation of any system of selective service.

3. Emergency and Special Leave: An employee shall be given time off without loss of pay when:
 - a. Performing Jury Duty
 - b. 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.
 - c. Performing emergency civilian duty in relation to National Defense or any other emergency when so ordered by the Governor or the President.

4. 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 new born 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

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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 his approval in writing. The employer further agrees not to assign a pregnant employee to those assignments which are generally accepted to be reasonably dangerous to her or her baby.
 - e. The employer agrees not to terminate an employee because of pregnancy.
5. Employees returning from authorized leaves of absences as set forth herein will be restored to their original title of Investigator and the appropriate step at the then appropriate rate of pay, with no loss of seniority or other employee's rights, privileges or benefits.
6. Nothing herein shall limit any rights an employee may have under the State or Federal family leave acts.

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XV. INJURED ON DUTY

If an employee is incapacitated and unable to work because of any injury or disease sustained in the performance of his duties, he 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 he is unable to perform his 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 Board of Freeholders shall pay any employee covered by this section by regular paycheck in order that the employee is fully compensated during his/her 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.

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XVI. LEGAL DEFENSE AND INDEMNIFICATION

1. The Board of Freeholders agrees to indemnify and provide for the legal defense of Investigators covered under this Agreement to the extent as provided for by law 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, representation shall be provided by the County Counsel unless a determination is made by that office that a conflict of interest exists. The Board of Freeholders 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 Board.

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 the furtherance of his official duties, the Board of Freeholders 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, he 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 Investigator" 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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XVII. 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 insure 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 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

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the President of PBA Local #316, his/her authorized representative, or a Board Employee of PBA Local #316, his/her authorized representative or the attorney of record for PBA Local #316. However, both the Prosecutor, the County and the Union 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 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 he is in agreement with the decision. If the Prosecutor and/or County is not satisfied with the decision, then the grievance shall be re-heard with him, as soon as practical.

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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.

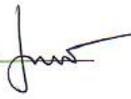
- a. In the event that a grievance remains unresolved after the completion of **Step 3**, the grievant shall have a right to refer the matter to binding grievance arbitration. The arbitrator selection process and the arbitration proceedings shall be conducted pursuant to the arbitration rules of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be in writing and shall be binding on the parties.

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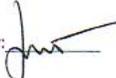
- b. It is understood that there shall be no arbitration of any disciplinary actions.
 - c. The costs of the first two (2) arbitration proceedings in a calendar year (i.e. the arbitrator's fees and expenses) shall be divided equally between the parties.
 - 1. With respect to all additional arbitrations beyond two (2) per calendar year, the losing party shall pay the full cost of the arbitrator's services.
 - 2. 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.
7. 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 his 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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XVIII. 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 himself, 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, a employee may, at his or her 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.

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- 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 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 his own defense, to produce relevant evidence and competent witnesses, and to cross-examine witnesses testifying against him.
- d. The hearing shall be conducted in an informal manner without formal rules or procedure but within the bounds of decency and respect.

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- 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 he has exhausted any appeal rights to which he is entitled within this office under Disciplinary Article of this Agreement.

- 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 discretion he 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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XIX. BULLETIN BOARD

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

Date: January 13, 2008

PBA: (h)

Prosecutor: [Signature]

XX. CLOTHING MAINTENANCE

All employees shall receive compensation of money for the replacement of damaged clothing which occurred during the performance of his or her duty. The employee shall produce a receipt for the replacement article. The employee shall have the request approved by his 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

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XXI. 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 and/or part of a Law Enforcement curriculum, 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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XXII. SENIORITY

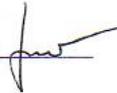
1. Seniority is defined as being the actual date the employee became an investigator.
2. Seniority is the determining factor for layoffs, recalls, and in time off disputes in each respective unit. This article shall not apply to computations used in determining Longevity payments and vacation allowances.
3. Upon written requests from the Union, the employer shall furnish a complete seniority list ranked by the actual date that an employee became an Investigator. The list will also include the original date of hire and adjusted dates of hire used for longevity and vacation allowance purposes.

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XXIII. PBA LEAVE

1. Effective January 1, 2006, 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 Collective Bargaining Seminar, the Mini-Convention and the State Convention of the New Jersey State Policemen's Benevolent Association.

2. "Legitimate" union business shall include:
 - a. Attending to the general administration of the PBA as it pertains to the representation of its members.

 - b. Meetings, discussions with members, union attorneys, officials and legislators of the State of New Jersey, Agencies or Commissions of the State of New Jersey, and elected officers of the New Jersey State Policemen's Benevolent Association.

 - c. 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

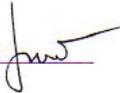
 - d. Attending conferences, seminars, conventions and monthly meetings of the State Policemen's Benevolent Association.

 - e. Attending the annual League of Municipalities meeting.

3. The PBA President may conduct legitimate union business as defined in Section 2 above,

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without loss of pay.

- a. The PBA President shall be limited to five hundred (500) hours annually to conduct legitimate union business during his/her regular tour of duty.
- b. Regardless of the limitations established in Paragraph 3(a) above, time spent by the PBA President to conduct legitimate union business as defined in Section 2(c) shall not be used for calculating the 500 hours of PBA leave.

4. State Delegate

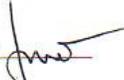
- a. Notwithstanding the above, the PBA's State Delegate will be granted reasonable and sufficient time off with pay to attend the conferences, conventions and monthly meetings of the State Policemen's Benevolent Association.
- b. The PBA's State Delegate shall be provided with sufficient time to attend 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.

5. Elected Office:

- a. Should an employee, covered by this bargaining unit, be elected to the position of President, Vice-President or Executive 1st Vice-President of the New Jersey State Policemen's Benevolent Association, they shall be placed on administrative leave.
- b. The New Jersey State Policemen's Benevolent Association will reimburse and the Employer for wages to which the employee is entitled to as per the collective bargaining agreement.
- c. The employee will continue to receive all health, prescription, disability, dental, and

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vision benefits established in this contract.

d. The employee will retain all seniority rights, including longevity and vacation leave, as if they were on regular duty.

6. 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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XXIV. SALARY

1. Salaries for employees covered by this Agreement, for the term of this Agreement, shall be as set forth on Schedule A annexed.

2. Upon the expiration of this Agreement and thereafter, unless mutually negotiated, the parties shall return to an automatic step guide salary system set forth in Schedule B. This shall be an automatic annual step guide salary system that includes thirteen consecutive steps which is meant to be a regular part of compensation and to continue in the future surviving the term of this agreement. The automatic salary guide shall operate on each respective employee's anniversary date of hire as an Investigator.

3. Future hires may be placed at the training Level or at another step on the salary schedule in the discretion of the prosecutor. Thereafter, Investigators shall annually progress through the thirteen step wage guide on their anniversary date of hire.

4. Whenever an employee works in a higher rank, for a period in excess of ten (10) working days, that employee shall receive the rate of pay for that higher rank for each day worked in the higher rank.

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XXV. INSURANCE

1. **Health Benefits**

The Employer shall maintain and provide the following group hospital plans: Aetna, AmeriHealth, Horizon Blue Cross and the Camden County Self-Funded, subject to the employee contribution schedule below:

a. Employees Hired Prior to January 1, 2008

All employees currently hired will be subject to the following contribution schedule for health benefits regardless of any contribution they may or may not have been making previous to the execution of date of this contract. The premium on which the contribution shall be on the basis of the cost of the actual plan selected by each employee

<u>Base Wage</u>	<u>Pct of Premium Contribution</u>
Under \$30,000	2.5%
Over \$30,000, but under \$70,000	5.0%
Over \$70,000	7.5%

b. Employees Hired After January 1, 2008

All employees hired after the said date will be subject to the following contribution schedule for health benefits. The premium on which the contribution shall be on the basis of the cost of the actual plan selected by each employee.

<u>Years of Service</u>	<u>Pct of Premium Contribution</u>
Beginning employment through 3 rd Year	25%
Beginning 4 th Year through 5 th Year	22%
Beginning 6 th Year through 7 th Year	18%
Beginning 8 th Year through 11 th Year	15%
Beginning 12 th Year and thereafter	10%

c. Retiree Health Benefits

1. All employees who are hired prior to December 31, 2007 shall be subject to the following contribution schedule for health benefits upon retirement. The premium on which the contribution shall on the basis of the cost of the actual

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plan selected by each employee.

<u>Years of County Service</u>	<u>Participant Co-Pay</u>
0 up to 10 years	COBRA ONLY
10 years up to 15 years	30%
15 years up to 20 years	25%
20 years up to 25 years	15%
25 years or more	0%

a. NOTE: Employees having at least 25 years of service with a law enforcement Department agency or a work related disability pension shall be entitled to the same benefits provided in Paragraph four (1) of this section at a cost to the employee equal to twenty-three (23%) of the actual cost to the Employer for those benefits.

2. All employees who are hired after December 31, 2007 shall be subject to the following contribution schedule for health benefits upon retirement. The premium on which the contribution shall be on the basis of the cost of the actual plan selected by each employee.

<u>Years of County Service</u>	<u>Participant Co-Pay</u>
0 through 15 years	COBRA ONLY
15 years through 20 years	25%
21 years through 24 years	15%
25 years or more	10%

d. Effective January 1, 2008, all employees will be required to make co-payments of \$20.00 for primary physicians and \$25.00 for specialists regardless of the health plan selected by the employee.

e. Insurance Plans for dependents of up to 19 years old shall be covered if not in school and up to 23 years of age if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

f. Special Provisions for the Self-Insured Plan

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1. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the Employer will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. In the event that the second opinion differs from the participant's doctor's opinion, the participant may elect to have the surgery with all costs of said surgery and related treatment and services to be paid for the Employer in accordance with the terms of the Health Benefits Program.

ELECTIVE PROCEDURES REQUIRING
SECOND OPINION

1. Bunionectomy
 2. Cataract Removal
 3. D&C (Dilation and Curettage)
 4. Hemorrhoidectomy
 5. Herniorrhaphy
 6. Hysterectomy
 7. Knee Surgery
 8. Spinal and Vertebral Surgery
 9. Ligation and stripping of Varicose Veins
 10. Mastectomy or other Breast Surgery
 11. Prostatectomy
 12. Submucous Resection
 13. Tonsillectomy and/or adenoidectomy
2. Participants contemplating elective surgery which requires a second opinion must contact the Administrator of the Employer's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant. The Administrator of the County's self-insured benefits program will identify a panel of three specialists in the area of the surgery to be performed. The participant shall select the second opinion from this panel. The panel of three specialists, provided by the Administrator of the County's self-insurance program, shall be available to

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the requesting employee no later than ten (10) days or the employee shall not be bound by this section and may receive the elective surgery without a second opinion. In the event that a participant is outside of a 50 mile radius of the City of Camden at the time that elective surgery is contemplated the mandatory second opinion shall be waived.

3. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing requiring that the procedure be performed in a hospital. In the event that the participant's doctor requires that the procedure be performed in a hospital all costs of said surgery and all related treatment and services costs shall be paid by the Employer's program administrator in accordance with the terms of the Health Benefits Program.

1. Tonsillectomy and/or adenoidectomy
2. Simple hernia repair
3. Excision of skin lesions and cysts
4. Minor gynecological procedures
5. Cataract Removal
6. Dilation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection
11. Biopsies
12. Correction of Hammer Toe
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy
16. Laryngoscopy
17. Minor Fractures

4. Where a patient is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the

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County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.

5. There will be no benefits paid by the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency. Participants will be allowed to submit a copy of their emergency room record signed by the Emergency Room Doctor verifying the need for emergency room treatment. If an employee or their dependents are required to receive treatment, in the emergency room, such as X-rays, blood work, removal of sutures, etc., and such treatment is not necessitated by an accident or life saving emergency, such treatment, if requested or required by the employee's treating doctor, shall be paid by the County's program administrator in accordance with the terms of the health benefits program. In the event that a participant is outside of a 50 mile radius of the City of Camden at the time they sought emergency room treatment, no written certificate will be required. When outside of a 50 mile radius of the City of Camden, all costs of emergency room treatment shall be paid by the County's program administrator in accordance with the terms of the health benefits program.
6. Participants in the County's self-insured health benefits program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable

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written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.

7. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate. In the event that a spouse or dependents of the participant is not covered by any other health benefits program, the County's self-insured program shall provide coverage.
8. Mental health and substance abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
9. Benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of twelve (12) visits per year unless a physician's order requires otherwise.
10. The County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program.
11. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retiree's claim. Maintenance of benefits means that the self insured plan pays the balance of the claim up to the amount that the self insured plan would normally cover as if it were the primary plan.
12. Employees will be responsible for any extra costs incurred by the County if

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there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event.

- g. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his/her spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.

2. **Prescription Benefits**

- a. The Employer shall maintain and provide the current prescription plan, subject to the employee co-payment schedule below:

<u>Base Salary</u>	<u>Brand-Name</u>	<u>Generic</u>	<u>Mail-In</u>
Under \$30,000	\$11.00	\$6.00	\$16.00
\$30,000 under \$50,000	\$13.00	\$6.00	\$18.00
\$50,000 under \$70,000	\$15.00	\$6.00	\$20.00
Over \$70,000	\$17.00	\$6.00	\$22.00

- 1. After an initial written notice from the Employer, if an employee fails to use the "mail-order" benefit for maintenance drugs, he/she shall be required to pay twenty-five percent (25%) of the cost of the drug on the next refill of the prescription.
- 2. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and

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non-generic prescription drug in addition to the co-pay.

3. **Section 125 Plan**

Effective January 1, 2008, the Employer will establish and provide a written advisory to all employees of a Section 125 Plan that would permit employees to have medical/prescription contributions and co-payments taken from pre-tax dollars.

4. **Health & Welfare**

Subject to approval of the Board Chosen Freeholders of the County of Camden, there shall be no change in the Group Health Benefit Plan presently maintained and paid for by the Board of Chosen Freeholders on behalf of the employees, except in the case of a new plan that is equivalent or better

a. The Employer shall pay or cause to be paid to the PBA, Local #316 and 316A (respectively) Health & Welfare Fund the sum of \$233.64 per employee per year.

b. The Union agrees to save and hold harmless the Employer for any liability arising 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 as they become available.

5. **Special Provisions**

a. 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.

1. The spouse of an employee who dies in active service (not in the line of duty) shall be entitled or not entitled to health and prescription benefits at a cost depending on the years of service as stated in the collective bargaining agreement for retirees.

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agreement for retirees.

- b. The Employer reserves the right to change its Health Benefit Administrator and/or carrier so long as equal to or better 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 all benefit and coverage levels, usual and customary rates and deductible charges.

6. **Opt-Out Program**

- a. Any employee covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the Employer's health coverage.
- b. If an employee chooses to participate in this program and drops employee and/or spouse and/or dependent coverage, the employee shall receive a monetary incentive as set forth below.
- c. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the employer will restore the employee, his or her spouse and/or dependents to coverage under the Employer's Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out anytime during the year but must remain in the program for one full year.

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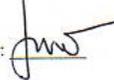
PBA:

 Prosecutor 

d. Procedures

1. If an employee chooses to participate in this program and selects one of the options the employee shall receive 50% of the average premium.
2. Employees shall be permitted to "opt out" of the Prescription Plan, and shall receive 50% of the average premium.
3. New employees shall be eligible for the option immediately upon employment.
4. Retirees will be eligible for the option.
5. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will immediately and retroactively to the date of cessation of the spouse's coverage restore the employee, his or her spouse or dependents to coverage under the Self-Insured Plan or Prescription Plan for the remainder of that year. If the employee desires to reinstate H.M.O. coverage he or she will be required to wait until the next open enrollment period. Where an employee participates in the program for less than one full year, the County shall be entitled, through payroll deductions, to recoup the prorated balance of the incentive paid. The employee shall authorize such payroll deductions, in writing, at the time the employee opts to participate in the program.
6. The incentive payments provided shall be paid in equal monthly payments

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and appropriate deductions shall be made from the gross incentive amount.

7. The optional health benefits program shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
8. The optional health benefits program shall be applicable to the Employer's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of the annual premium cost and paid in equal monthly installments, under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.
9. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
10. There shall be no opt out for spouses or relatives where one is a dependent if both are on the County of Camden payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only.

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XXVI. EQUIPMENT

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

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XXVII. 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 that 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.

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PBA:  Prosecutor: 

XXVIII. 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.

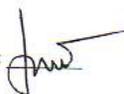
Date: January 13, 2008

PBA:  Prosecutor: 

XXIX. 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 Agreement. Negotiations for a successor agreement shall begin when one party notifies the other in writing of their intent to commence negotiations.

Date: January 13, 2008

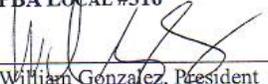
PBA:  Prosecutor: 

XXX. TERM AND RENEWAL

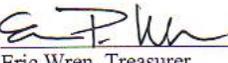
This Agreement shall have a term from January 1, 2006 through December 31, 2009. If the parties have not executed a successor agreement by December 31, 2009, then this Agreement shall continue in full force and effect until a successor agreement is executed.

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

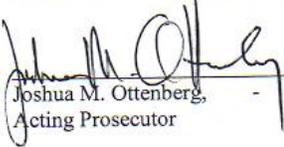
**POLICEMEN'S BENEVOLENT ASSOCIATION,
PBA LOCAL #316**


William Gonzalez, President - 1/15/09 Date


Clement Fuscellaro, - 1/15/08 Date
Vice-President


Eric Wren, Treasurer - 1/15/08 Date

PROSECUTOR OF CAMDEN COUNTY


Joshua M. Ottenberg, - 4-1-08 Date
Acting Prosecutor

Date: January 13, 2008

PBA:



Prosecutor:



Schedule A - Corrected 01/15/2008

	Jan. 1 2006	Jan. 1 2007	Jan. 1 2008	Jan. 1 2009
Wilson, Diane	\$86,185	\$89,381	\$94,100	\$98,099
Jay, Mark	\$86,185	\$89,381	\$94,100	\$98,099
DeCristofor, Christina	\$86,185	\$89,381	\$94,100	\$98,099
DeCosmo, Brian	\$86,185	\$89,381	Retired	N/A
Farrell, Charles	\$86,185	\$89,381	\$94,100	\$98,099
Saunders, George	\$86,185	\$89,381	\$94,100	\$98,099
Roberts, Michelle	\$79,900	\$85,305	\$94,100	\$98,099
Hall, Jr., Robert	\$79,900	\$89,381	\$94,100	\$98,099
Settles, Steven	\$86,185	\$89,381	\$94,100	\$98,099
Gonzalez, William	\$86,185	\$89,381	\$94,100	\$98,099
Kellejan, Kevin	\$86,185	\$89,381	\$94,100	\$98,099
McClay, Kim	\$86,185	\$89,381	\$94,100	\$98,099
Sharper, Keith	\$86,185	\$89,381	\$94,100	\$98,099
Worst, Richard	\$86,185	\$89,381	\$94,100	\$98,099
Saunders, Lance	\$86,185	\$89,381	\$94,100	\$98,099
Wolf, Martin	\$86,185	\$89,381	\$94,100	\$98,099
Lick, David	\$86,185	Promoted	N/A	N/A
Bentham, Charles	\$86,185	\$89,381	\$94,100	\$98,099
Lanteigne, Anthony	\$86,185	\$89,381	\$94,100	\$98,099
Curcio, Kenneth	\$86,185	\$89,381	\$94,100	\$98,099
Baldino, David	\$86,185	\$89,381	\$94,100	\$98,099
Long, Jeffrey	\$86,185	\$89,381	\$94,100	\$98,099
Moten, Ronald	\$86,185	Promoted	N/A	N/A
Slusser, Peter	\$86,185	\$89,381	\$94,100	\$98,099
Adams, Warren	\$86,185	\$89,381	\$94,100	\$98,099
Ryan, Lester	\$86,185	\$89,381	\$94,100	\$98,099
Taulane, Patricia	\$86,185	\$89,381	\$94,100	\$98,099
McBride, Gary	\$79,900	\$89,381	\$94,100	\$98,099
Lang, Jr., Frederick	\$86,185	\$89,381	\$94,100	\$98,099
Denmark, John	\$79,900	\$89,381	\$94,100	\$98,099
Cherry, Duane	\$86,185	\$89,381	\$94,100	\$98,099
Greer, John	\$86,185	\$89,381	\$94,100	\$98,099
Fuscellaro, Clement	\$79,900	\$81,230	\$88,718	\$98,099
Ellis, John	\$72,184	\$81,230	\$88,718	\$98,099
Dougherty, Michael	\$79,900	\$81,230	\$84,479	\$98,099
DiNunzio, Thomas	\$61,057	\$69,004	\$76,002	\$98,099
Grieco, Thomas	\$86,185	\$89,381	Retired	N/A
Reis, Susanne	\$79,900	\$89,381	\$94,100	\$98,099
Smarrito, Ann	\$79,900	\$85,305	\$88,718	\$92,266
Smith, Valerie	\$79,900	\$89,381	\$94,100	\$98,099
Auletto, Christopher	\$79,900	\$85,305	\$88,718	\$92,266
Jennings, Kimberly	\$79,900	\$85,305	\$88,718	\$92,266
Nicolella, Richard	\$79,900	\$85,305	\$88,718	\$92,266
Longo, Peter	\$79,900	\$85,305	\$88,718	\$92,266
Hunsinger, IV, John	\$79,900	\$85,305	\$88,718	\$92,266
Rubert, Miguel	\$79,900	\$85,305	\$88,718	\$92,266
Pagan, Antonio	\$79,900	\$85,305	\$88,718	\$92,266

Date: January 13, 2008

PBA: CAA Prosecutor: 

Fisher, Irma	\$79,900	\$85,305	\$88,718	\$92,266
Woshnak, Matthew	\$79,900	\$85,305	\$88,718	\$92,266
Coward, James	\$79,900	\$85,305	\$88,718	\$92,266
Molle, Michael	\$79,900	\$85,305	\$88,718	\$92,266
King, Terry	\$79,900	\$85,305	\$88,718	\$92,266
Young, Melissa	\$79,900	\$85,305	\$88,718	\$92,266
Ferris, Jr., Robert	\$79,900	\$85,305	\$88,718	\$92,266
Townsend, William	\$79,900	\$81,230	\$84,479	\$92,266
Bruno, James	\$79,900	\$81,230	\$84,479	\$92,266
MacNair, Randall	\$79,900	\$81,230	\$84,479	\$92,266
Plaza, Carlos	\$79,900	\$81,230	\$84,479	\$92,266
Marrone, Laura	\$79,900	\$85,305	\$88,718	\$92,266
Clodfelter, Grace	\$79,900	\$81,230	\$84,479	\$92,266
Pisano, James	\$79,900	\$81,230	\$84,479	\$92,266
Schiavo, Kathleen	\$79,900	\$81,230	\$84,479	\$92,266
Ackerman, Fawn	\$79,900	\$81,230	\$84,479	\$92,266
Gurcik, Joseph	\$79,900	\$81,230	\$84,479	\$92,266
Wiggins, Wayman	\$79,900	\$81,230	\$84,479	\$92,266
Wren, Eric	\$79,900	\$81,230	\$84,479	\$92,266
Carter, Lawrence	\$79,900	\$81,230	\$84,479	\$92,266
Dunlap, Jeffrey	\$72,184	\$81,230	\$84,479	\$92,266
Sutley, Michael	\$72,184	\$81,230	\$84,479	\$92,266
Bahr, Janene	\$72,184	\$77,154	\$80,241	\$87,858
Pisano Jewusiak, Amy	\$72,184	\$77,154	\$80,241	\$83,450
Norcross, Robert	\$72,184	\$77,154	\$80,241	\$83,450
McKeown, Matthew	\$66,307	\$69,004	\$80,241	\$83,450
English, Mark	\$66,307	\$69,004	\$80,241	\$83,450
Ritchards, Asha	\$66,307	\$69,004	\$80,241	\$83,450
Fitzwater, Michelle	\$66,307	\$69,004	\$80,241	\$83,450
Audino, Paul	\$66,307	\$69,004	\$80,241	\$83,450
Mancini, David	\$61,057	\$69,004	\$76,002	\$83,450
Farrell, Jr., Martin	\$61,057	\$69,004	\$76,002	\$83,450
Rumell, Jr., William	\$61,057	\$64,928	\$71,764	\$83,450
Rhoads, Michael	\$44,852	\$52,575	\$58,906	\$65,502
New Hires				
Roccia, Anthony	N/A	\$43,127	\$46,110	\$52,216
Eubanks, Joseph	N/A	\$43,127	Resigned	N/A
Berry, Gregory	N/A	N/A	\$43,127	\$47,840

Date: January 13, 2008

PBA: *CUA* Prosecutor: *JWS*

SCHEDULE B

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Step Thirteen		\$89,381	\$94,100	\$98,099
Step Twelve		\$85,305	\$88,718	\$92,266
Step Eleven		\$81,230	\$84,479	\$87,858
Step Ten		\$77,154	\$80,241	\$83,450
Step Nine		\$73,079	\$76,002	\$79,042
Step Eight	\$86,185	\$69,004	\$71,764	\$74,634
Step Seven	\$79,900	\$64,928	\$67,363	\$69,889
Step Six	\$72,184	\$60,853	\$63,135	\$65,502
Step Five	\$66,307	\$56,777	\$58,906	\$61,115
Step Four	\$61,057	\$52,575	\$54,547	\$56,592
Step Three	\$54,683	\$48,509	\$50,329	\$52,216
Step Two	\$50,433	\$44,444	\$46,110	\$47,840
Step One	\$44,852	\$40,378	\$41,892	\$43,463
Recruit/Training	\$40,682	\$36,313	\$37,674	\$39,087

Date: January 13, 2008

PBA: 

Prosecutor: 

