

**AGREEMENT
BETWEEN
CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY**

and

**COUNTY PROSECUTOR
OF THE COUNTY OF
CAPE MAY**

and

PROSECUTOR'S EMPLOYEES ORGANIZATION

COVERING THE PERIOD

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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PREAMBLE

This Agreement, entered into this ____ day of _____, 2022, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and the PROSECUTOR'S EMPLOYEES ORGANIZATION, hereinafter called the "P.E.O." or "Organization", represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13a-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the people of the County of Cape May.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this agreement be construed in harmony with the Resolutions of the County of Cape May and the Rules and Regulations of the Cape May County Prosecutor's Office. Where any Resolution or Rule and Regulation, or part thereof, of the County or the Cape May County Prosecutor's Office is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

The County and the Prosecutor hereby recognize the P.E.O. as the sole and exclusive collective bargaining representative for all regular full-time employed clerical and stenographic employees by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All employees assigned to the Office of Victim Witness Advocacy, technical employees, confidential employees, managerial executives, police, craft employees and supervisors within the meaning of the Act employed by the Cape May County Prosecutor's Office are specifically excluded from this contract.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The Prosecutor hereby retains and reserves unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him 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:

1. To exercise all management functions and responsibilities, which he as Employer has not expressly modified or restricted by a specific provision of this agreement;
2. To the executive management and administrative control of the County Prosecutor's Office and its properties and facilities and to determine the methods of operation to be offered by his employees and to direct the activities of his employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and maintenance of the facilities and equipment of the Prosecutor's Office;
4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause pursuant to New Jersey Civil Service Commission regulations;
5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor's Office;
9. To relieve employees from duty because of reduction in force, lack of funding, or legal

cause;

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;

12. To determine the content of work assignments;

13. To exercise complete control and discretion over the organization and the technology of performing its work;

14. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;

15. To make or change office rules, regulations, policies, and resolutions as the Prosecutor may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Prosecutor's Office; and

16. To generally manage the affairs of the Prosecutor's Office, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor's Office, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms hereof are in conformity with the Constitution and Laws of New Jersey and of the United States.

D. The Prosecutor agrees to review and discuss with representatives of the PEO any managerial decisions affecting job classification or duty changes which may be created due to the Civil Service Commission Reclassification, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

E. The Prosecutor agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by the Civil Service Commission Reclassification.

F. Nothing contained herein shall be construed to deny or restrict the Prosecutor of his powers, rights, authority, duties and responsibilities under the Laws of the State of New Jersey.

ARTICLE FOUR

DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired New Jersey Civil Service Commission permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired for a period of not more than six (6) months of employment in the aggregate during a twelve (12) month period.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency, provided however, the hours of employment must not exceed twenty-eight (28) hours per week.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse or current civil union spouse and any employee's unmarried children (including any step-children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance from birth until 26 years of age.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions, which affect the terms and conditions, or employment of an employee. The term "grievance" shall only include disciplinary matters where the penalty imposed on the employee is greater than three (3) days but not appealable to the New Jersey Civil Service Commission because not greater than five (5) days. All disciplinary matters where the

penalty imposed on the employee is greater than five (5) days will be handled under the present provisions of the New Jersey Civil Service Commission and will not be processed under the grievance procedure herein.

Overtime - means all hours actually worked in excess of normal scheduled hours. Paid time off (sick, vacation, and personal time) shall not constitute "hours actually worked."

Grant employees - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal grants.

Anniversary date - date of hire or date of most recent title change or promotion.

Gender Neutral - All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE FIVE
GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the PEO.
3. Any grievance may be raised by an employee or by the PEO.
4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Civil Service Commission Law and/or Rules or Regulations for which a specific appeal to the New Jersey Civil Service Commission is available the individual shall present his complaint to the New Jersey Civil Service Commission, directly, in accordance with its rules.
5. Where the dispute involves the discipline of an employee, the following shall apply:
 - (a) Disciplinary matters where the penalty imposed on the employee are three (3) days suspension or less is not grievable or subject to appeal by an employee.
 - (b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Civil Service Commission because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.
 - (c) Disciplinary matters where the penalty imposed on the employee is greater

than a five (5) day suspension will be handled under the present provisions of the New Jersey Civil Service Commission and will not be processed under the grievance procedure herein.

B. STEPS OF THE GRIEVANCE PROCEDURE

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

Step One:

- (a) An aggrieved employee shall institute action under the provisions hereof by submitting their grievance in writing within seven (7) working days after its occurrence to the P.E.O. representatives and with one (1) copy delivered to the Prosecutor, and one (1) copy to the immediate supervisor of the aggrieved employee. Having completed this, an earnest effort should be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.
- (b) The immediate supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.
- (c) Where the employee has no immediate supervisor, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under Step One.

Step Two:

- (a) In the event a satisfactory settlement has not been reached with the immediate supervisor, the employee may appeal her grievance to the Prosecutor within seven (7)

working days following receipt by the employee of the written determination of the immediate supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor, or his designee, shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for grievances involving interpretation and application of the provisions of this contract.

(c) Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within seven (7) days after the determination of the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C.; however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Organization shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Organization. Any additional costs shall be paid by the party incurring same.

(d) Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the P.E.O. may be present at such hearings and provided further that no settlement with any such employee shall violate this Agreement.

ARTICLE SIX
DISCIPLINARY ACTION

The Prosecutor acknowledges the principle of progressive discipline. Depending on the magnitude of the offense, and subject to any other statutory or legal authority vested in the Prosecutor, the discipline issued by the Prosecutor may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Minor Suspension: Consists of a suspension up to three (3) days;
- (e) Minor Suspension Subject to Grievance: Consists of a suspension of four (4) or five (5) days;
- (f) Major Suspension: Consists of a suspension over five (5) days;
- (g) Demotion; and
- (h) Dismissal.

Providing there is no statutory or legal authority to the contrary, an employee who has been subject to a Minor Suspension subject to Grievance (either a suspension for four (4) or five (5) days) may challenge such discipline through the Grievance Procedure. Providing there is no statutory or legal authority to the contrary, an employee who has been subject to discipline of a Major Suspension or Dismissal shall present any appeal to the New Jersey Civil Service Commission. No other forms of discipline shall be subject to appeal.

ARTICLE SEVEN

SENIORITY

- A. For purpose of accruing benefits payable hereunder, including but not limited to vacations and sick leave, Seniority shall be defined as continuous employment with the Prosecutor's Office from date of hire.
- B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Civil Service Commission in his or her present title, and for those employees who are not subject to the jurisdiction of the New Jersey Civil Service Commission, seniority shall be defined as length of service from the date of the employee's appointment to his or her current title.
- C. For purposes of layoff, Seniority shall be defined as employee's length of service from his or her date of initial Certification by the New Jersey Civil Service Commission as a County employee employed by the Prosecutor.
- D. The selection of the employee to be promoted shall be made by the Prosecutor in conformity with the New Jersey Civil Service Commission Regulations and State Law.
- E. The Prosecutor shall mail or hand deliver to the P.E.O. representatives at the Prosecutor's Office address copies of all Job Opportunity Bulletins, the New Jersey Civil Service Commission Test Notifications, and all other correspondence, notices or other materials forwarded to or received from the New Jersey Civil Service Commission concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

ARTICLE EIGHT
P.E.O. REPRESENTATIVES

- A. Accredited representatives of the P.E.O. may enter the Prosecutor's Office facilities at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.E.O. decides to have its representative enter the Prosecutor's Office facilities or premises, it will request such permission from the Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.
- B. Two (2) P.E.O. representative may be elected to represent the P.E.O. grievances with the Prosecutor. The P.E.O. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of the representatives.
- C. The Prosecutor agrees to give time off the job with pay for P.E.O. Representatives performing their organization duties. The P.E.O. agrees to take all steps necessary to insure that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

ARTICLE NINE
HOURS AND OVERTIME

A. For all employees in the Prosecutor's Office who are regularly employed clerical and stenographic employees, the basic work day shall be from 8:30 A.M. to 4:30 P.M., with one hour for lunch, Monday through Friday. The Prosecutor may elect to establish alternate work hours of flex time schedules. In the event the Prosecutor elects to establish alternate work hours or flex time schedules the Prosecutor will discuss such schedules with the affected employees and will seek volunteers for assignments to such schedules. In the event no employee volunteers then the Prosecutor may assign employees to the schedules with the least senior employees assigned first. Employees assigned to a new schedule will be given at least seven (7) days prior notice of the change of schedule except in emergency situations. The time taken for meals shall not be utilized in computing the employee's hourly rate.

B. All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half times the straight time rate. Paid time off (sick, vacation, and personal time) shall not be counted as "hours worked" and, therefore, will not be utilized in computing hours worked in excess of seven (7) hours per day or thirty-five hours (35) per week. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The Prosecutor reserves the right, at his discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Overtime shall be earned in fifteen-minute increments, beginning after the first seven (7) minutes of the first hour, unless the overtime is assigned and such will begin immediately.

C. Use of Compensatory Time: Employees shall use compensatory time within a reasonable period after making a request, unless the use of such time would be "unduly disruptive" to the department. Compensatory time must be utilized within the calendar year earned. In the event an employee has been unable to use compensatory time during the calendar year because such use has

not been permitted by the Prosecutor due to work requirements, then the employee shall be permitted to carryover and use such time during the first calendar quarter of the next succeeding calendar year.

In the event an employee has failed to utilize the compensatory time during the calendar year because said employee has not requested to use time, then the Prosecutor may direct the employee to take specific days off during the first calendar quarter of the next succeeding calendar year until the previous year's compensatory time has been fully utilized. Prior to directing an employee to take a specific day(s) off, the Prosecutor will confer with the employee and endeavor to determine mutually acceptable days off. If no mutually acceptable days off can be agreed upon the Prosecutor shall direct the specific days off. Further, the Prosecutor will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of seventy (70) hours per calendar year.

D. Overtime shall be distributed as equitably as possible in accordance with departmental work rules.

ARTICLE TEN

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|-----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. Washington's Birthday | 10. General Election Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Three (3) Personal Days |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours working on the holiday, provided, however, that each such employee shall be paid for a minimum of one-half day at the above-prescribed rate. In addition, employees who are scheduled to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established by the Prosecutor.

C. For employees working five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day workweek as described above, holidays will be celebrated on the date on which they actually fall.

D. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the Prosecutor upon prior request of the employee submitted to the Administrative Secretary. Said request shall be granted, at the discretion of the Administrative Secretary, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate,

but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) personal day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves Prosecutor's Office before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to County/Prosecutor's Office directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May Prosecutor's Office. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury.

E. All part-time employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in any calendar year are fourteen (14) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time employees shall earn one (1) personal leave day for each forty-nine (49) days worked to a maximum of three (3).

F. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence as approved by the County Prosecutor or his Designee.

ARTICLE ELEVEN

VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1 st year	1 per full month employed
2 nd through 5 th year	12 annually
6 th through 10 th year	13 annually
11 th through 15 th year	15 annually
16 th through 20 th year	17 annually
21 st through 24 th year	20 annually
25 + years	25 annually

1. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month and one-half (1/2) working day if they begin on the 9th through 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service.
3. Thereafter, employees shall receive paid vacation leave as follows:
 - (a) From the beginning of the first full calendar year of employment and up to five (5) years of continuous service: twelve (12) working days;
 - (b) After five (5) years of service and up through ten (10) years of continuous service: thirteen (13) working days;
 - (c) After eleven (11) years of service and up through fifteen (15) years of continuous service: fifteen (15) working days;
 - (d) After sixteen (16) years of service and up through twenty (20) years of continuous service: seventeen (17) working days;
 - (e) After twenty (20) years of service and up through twenty-five (25) years of continuous service: twenty (20) working days;

(f) After twenty-five (25) years of continuous service: twenty-five (25) working days.

4. Continuous service shall mean employment for the County without actual interruption due to resignation, retirement or removal. Periods of employment before and after suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay (except for military leave) shall not be included in calculating years of continuous service.

5. Part-time employees shall be entitled to a proportionate amount of paid vacation leave. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. An employee who exhausts all paid leave in anyone (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Permanent part-time employees hired July 1, 1999 shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only. However, only one year of accrued vacation can be paid at the time of retirement.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the County Prosecutor's Office. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County/Prosecutor's Office before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County

Government service shall be paid for unused earned vacation leave. Proration does not apply to County/Prosecutor's Office directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May/Prosecutor's Office. An employee who exhausts all paid vacation leave in any one year shall not be credited with employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

D. Permanent part-time employees shall receive vacation credit on a pro-rated basis.

E. If the Prosecutor requires an advance request for vacation scheduling, the Prosecutor, upon receiving such request, shall respond in writing to the employee as to approval or disapproval within a reasonable time. Once the approval is granted, the Prosecutor shall not have the right to revoke it unless special circumstances arise that require the presence at work of the employee.

ARTICLE TWELVE
HEALTH BENEFIT PROGRAM

A. Employee Health Benefits: The County will provide a Health Benefit Program that includes the following coverage:

1. A comprehensive health benefit program including hospitalization, medical treatment, major medical coverage and surgical care for the employee and the employee's family;
2. A prescription insurance plan for the employee and the employee's family;
3. An eye care coverage plan for the employee and the employee's family; and
4. A full family dental care plan with a maximum coverage of \$1,500 per covered family member per year.

The level of coverage for each of the benefits provided above will be appreciable comparable to the 2015 Amerihealth Administrators EPO Community Advantage Plan.

B. Cost Contribution: Employees shall pay cost contribution for all health benefits set forth in paragraph "A" above at "Year 4" or "full implementation" rates in accordance with Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011. Payments shall be made by way of withholding from each employee's payroll check. It is agreed that, should the County agree to a cost contribution at less than "Year 4" or "full implementation" with another County bargaining unit that is not subject to binding interest arbitration, the parties may re-open negotiations for the sole purpose of negotiating the Chapter 78 cost contribution. The County will continue to provide a Section 125 plan so that said contribution will be taken on a pre-tax basis.

C. Disability Insurance: A disability coverage insurance plan with benefits of \$150.00 per week will be provided for a period of twenty-six (26) weeks. Coverage under this program will begin when the employee exhausts all accrued sick time and/or has completed an eight (8)

scheduled workday waiting period.

Benefits available to employees under this plan shall be denied or discontinued by the County in any of the following events:

1. It finds said employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.
2. Employee is found not to be disabled as herein provided.
3. Employee is found to be employed for wage, profit or gain for any employer other than the County.
4. Employee resigns or is terminated for cause.
5. No employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:
 - a. Chronic alcoholism or use of stimulants, drugs or narcotics except as prescribed by a Physician, or as specifically mandated under the A.D.A.A.A.
 - b. Committing unlawful acts.
 - c. Being engaged in some other business or occupation for profit.

D. Life Insurance: Life insurance coverage is provided for each employee in the amount of \$5,000.00. The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to its employees.

E. Retiree Benefits: Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty five (25) years of service with the County of Cape May until the death of the employee, including, where applicable, dependent coverage. Coverages provided to retiring employees shall be subject to the same provisions including, but not limited to, co-payments required from active employees. A retiree shall not be entitled to increase the plan participation above the level in place at the time of the retiree's retirement. For current retirees and eligible dependents over the age of sixty-five (65), the County will either:

1. Reimburse the retiree and eligible dependent the cost of Medicare B; or
2. The cost of a supplemental insurance plan selected by the County for the retiree and eligible dependents. Should this option be used it is understood that Medicare B will be used as primary insurance.

F. Death of Employee: In the event of death of a full-time employee, whether active or retired (if the employee was receiving coverage as per the provisions of this Agreement), the employee's spouse, civil union partner and dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the deceased employee's length of service with the County immediately prior to death as follows:

1. Employees with more than five (5) years and less than ten (10) years of service: spouse/family would have one (1) additional year of coverage.
2. Employees with more than ten (10) years of service, but less than twenty-five (25) years of service: two (2) years of additional coverage.
3. Active and retired employees with twenty-five (25) or more years of service: three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately. It is also agreed that a retiree shall not be entitled to increase the plan participation above the level in place at the time of the retiree's retirement. For example, if an employee is enrolled in the single plan at the time of retirement, the retiree shall not be able to change to an "other" plan or "family" plan if he or she gets married or has children after retirement.

G. Waiver Payments: Employees who can certify other health care coverage not provided by the County's Insurance Program may elect to opt-out of coverage and receive a per annum payment of \$4,000.00 for family, \$3,250.00 for employee plus one person, and \$2,500 for single. This provision eliminates the County couple opt-out payment. However, the County will

“grandfather” those who currently receive the County couple opt-out payment and will continue to pay the non-designated spouse \$1,500.00 per annum. The amount shall be pro-rated for the period of time each calendar year that the County coverage does not apply to the employee.

H. Change in Coverage: The County reserves the right to review and change health benefit insurance coverage set forth above during this contract so long as the level of coverage provided is on balance appreciably comparable to the 2015 Amerihealth Administrators EPO Community Advantage Plan.

I. Drug Rehabilitation: In the event an employee undertakes drug or alcohol rehabilitation under the County’s Health Care Plan, the employee may apply for a leave of absence and such leave will not be unreasonably denied.

J. Major Discipline: When major discipline of twenty (20) working days or more of a suspension is imposed, the affected employee will be responsible to pay their own health insurance cost at the COBRA rates. The County will continue the health care coverage until the employee returns. If the employee does not pay the County for their health care costs during the suspension, their wages will be reduced when they return by One Hundred (\$100.00) Dollars per pay period until the COBRA amount is fully paid. In the event that both the suspended employee and a spouse have county benefits, the employee must pay the single COBRA rate.

K. When an employee is on a leave of absence without pay, upon return to work the employee will pay the County the sum of \$100.00 per week until the employee has paid all the contributions the employee should have made during the leave of absence until the amount owed by the employee for the health insurance premiums during the employee’s leave of absence have been paid in full. This sum shall be in addition to the employee’s regular contribution toward the health insurance premium.

ARTICLE THIRTEEN

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, civil union spouse, child, foster child, sister, brother or and other relatives as recognized by law.

B. AMOUNT OF SICK LEAVE

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid sick days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability, retirement, or to employees who terminated employment with ten (ten) years of service or more with the County of Cape May.

2. Provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified no later than thirty (30) minutes prior to the employee's normal starting time.

a. Failure to notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

c. With approval of the Prosecutor, sick time may be taken on any hourly basis.

D. VERIFICATION OF SICK LEAVE

1. An employee who has been absent on sick leave for five (5) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Prosecutor and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

(b) The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Prosecutor may adopt such other sick leave verification procedures that are reasonable and which the Prosecutor deems appropriate.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. PART-TIME SICK LEAVE

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned are fifteen (15) days per year. Any vacation sick leave or personal leave days that have been earned and used are included in the seventeen (17) day total referred to above.

F. SICK LEAVE PAYMENT AT RETIREMENT OR RESIGNATION

Upon retirement after ten (10) years of service with the County of Cape May or resignation in good standing after 10 years of service with the County of Cape May, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$15,000.00.

ARTICLE FOURTEEN
WORKMEN'S COMPENSATION/INJURY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A 34:15-1, et seq. (the Worker's Compensation Act of New Jersey). The County self-insures the coverages required by this Act, and these coverages are provided subject to the following conditions:

- A. The disability must be due to an injury or illness resulting from the employment.
1. Injuries or illnesses that would not have occurred but for a specific work-related accident or condition of employment are compensable.
 2. Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or conditions of employment are not compensable when such aggravation was reasonably foreseeable.
 3. Illnesses that are generally not caused by a specific work-related accident or condition of employment are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.
 4. Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.
 5. An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.
- B. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises.

1. Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

2. An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between workstations.

C. For the injury to be compensable, it must occur during normal work hours or approved overtime.

1. Injuries that occur during normal commutation between home and the workstation or home and a field assignment are not compensable.

2. Injuries that occur during lunch or break periods are not compensable. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

D. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within twenty-four (24) hours of occurrence/discovery. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the County Worker's Compensation representative as well as the County's third party administrator.

The County may require the employee to be examined by a physician designated and compensated by the County. Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work shall continue to accrue sick leave credits while he or she remains on the payroll.

E. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave to perform transitional or modified duty if the County determines it is available. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works.

F. No payments shall be made to employees in addition to the payments to which employees are entitled pursuant to the New Jersey Workers Compensation Act.

ARTICLE FIFTEEN
LEAVES OF ABSENCES

The County shall provide leaves of absence to employees as required by federal and State regulations. This shall include the following:

A. PREGNANCY DISABILITY (MATERNITY LEAVE)

1. Permanent employees covered by this contract shall be entitled to pregnancy disability leave as hereinafter set forth and consistent with New Jersey Civil Service Commission Regulations.

2. Request for such leave must be made by the employee in writing to the County.

3. The County may request and receive acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

4. An employee may use accrued leave time (e.g. sick, vacation, personal days) for disability purposes; however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy.

B. LEAVES OF ABSENCE WITHOUT PAY (GENERAL)

1. A permanent full-time employee covered by this Agreement may be granted leave of absence without pay upon written application to the County Board of Chosen Freeholders.

a. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins, and the probable date of return.

b. Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

C. MILITARY LEAVE

1. Leave of absence for military service will be granted in accord with applicable State and Federal law.

D. EMPLOYMENT DURING LEAVE PERIOD

A. Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary judgment. Leaves shall be granted or denied in writing.

E. MEDICAL & FAMILY LEAVE

A. Medical & family leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act," the "New Jersey Family Leave Act," the regulations promulgated pursuant to those statutes, as well as the Family Leave Policy adopted by the County of Cape May.

ARTICLE SIXTEEN

FUNERAL LEAVE

- A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days for the death of current spouse, civil union spouse, child, stepchild, parent or sibling.
- B. Four days for grandparent, grandchild or stepparent.
- C. Three days for father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister in-law, niece, or nephew
- D. One day for aunt, uncle, cousin or another individual within the employee's family or residing in employee's household.
- E. At the Prosecutor's sole discretion, employees may be permitted to use up to three sick days in special circumstances for funeral leave for other individuals.
- F. Request for funeral leave shall be subject to approval of the Prosecutor. Such approval shall not be unreasonably denied. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

ARTICLE SEVENTEEN
SALARIES AND COMPENSATION

- A. Effective January 1, 2022, any employee not at the County's minimum annual salary shall be increased to that amount. Thereafter, employees covered by this Agreement are eligible to receive a one-time equity adjustment, at an amount to be determined by the Prosecutor, up to a maximum of three thousand dollars (\$3,000.00). Thereafter, and effective January 1, 2022, January 1, 2023 and January 1, 2024, all employees covered by this Agreement shall receive a salary increase of two and three-tenths percent (2.3%) of his or her annual base salary. All wages shall be authorized by an appropriate resolution to be adopted by the County. New employees must be employed for at least six (6) months in order to be eligible for the annual salary increase. No Prosecutor's employees shall receive a salary less than the County's starting salary during their employment. In the event after the wage increases granted under this Agreement are made, an employee's annual salary is not at the minimum annual salary, then such employee's annual salary shall be increased to the minimum salary.
- B. No employee shall be entitled to the salary increase set forth in paragraph "A" above unless such increase has been approved by the Prosecutor.
- C. The County Prosecutor after consultation with the County will determine the salary received by any new employee based on relevant experience and qualifications.
- D. At the County's option, employee wages may be paid to the employee in twenty-four (24) checks rather than the current biweekly paycheck method. (For example: pays will be issued on the 1st and 15th of each month in place of present practice.)

ARTICLE EIGHTEEN
COUNTY WEATHER POLICY

A. It is understood that regardless of the weather, all County Employees are expected to report to work. If the Prosecutor or his designee determines that the specific duties of individual Employees are not absolutely required on a foul weather day, the Employee may be permitted to use a vacation day, comp time or personal day instead of reporting to work. Employees without any vacation, personal or comp time will not be paid for the day.

B. The Prosecutor has the unilateral decision in determining if specific Employees have assignments that require them to report to work. Said Employees are expected to report to work on time and must be prepared to stay after their work period in the event of an emergency. Employees required to work who are given permission to report late to their assignments will be required to either work later to finish their full day or use vacation, personal or comp time for the difference. Employees without any vacation, personal or comp time will not be paid for the period of time.

C. Unclassified Closing. It is understood that except for the identified holidays contained in this Agreement, if County Government is closed for a specific period of time for whatever reason, Employees will be required to use vacation, compensatory or personal time if they choose to be compensated. Employees without any vacation, compensatory or personal time will not be paid for the period of time.

ARTICLE NINETEEN

BULLETIN BOARDS

Bulletin boards shall be made available by the County and shall be designated "P.E.O. Bulletin Boards." These bulletin boards may be utilized by the P.E.O. for the purpose of posting P.E.O. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE TWENTY

WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided the same are not contrary to this agreement and further provided that the P.E.O. shall have the right to grieve with reference to same within ten (10) working days after the same are posted or disseminated and/or copy sent to the P.E.O.

ARTICLE TWENTY-ONE

NO-STRIKE PLEDGE

A. The P.E.O. covenants and agrees that during the term of this agreement, neither the P.E.O. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.E.O. agrees that any such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by a P.E.O. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law where applicable.

C. The P.E.O. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.E.O. or its members.

ARTICLE TWENTY-TWO
NON-DISCRIMINATION

A. There shall be no discrimination by the County or the Union against an employee on account of their actual or perceived sex, sexual orientation, gender, gender identity, transgender, race, color, national origin, citizenship status, ancestry, age, marital status, medical condition, mental or physical disability, veteran status, religious or political beliefs, or any other characteristic protected by federal, state, or local law, ordinance or regulation.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE TWENTY-THREE
FAIR LABOR STANDARDS ACT

A. It is acknowledged that commencing on April 15, 1986, the County may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to certain employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. The establishing of procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments pursuant to this Agreement against any overtime obligation incurred under FLSA; and
5. The establishing of such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA and the regulations promulgated thereunder.

ARTICLE TWENTY-FOUR
SEPARABILITY AND SAVINGS

If any provisions 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 TWENTY-FIVE
FULLY BARGAINED PROVISIONS

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

ARTICLE TWENTY-SIX
TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2022 through December 31, 2024.

This agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

PROSECUTOR'S EMPLOYEES
ORGANIZATION

By: Linda McGann
Linda McGann

COUNTY OF CAPE MAY

By: Gerald M. Thornton
Gerald M. Thornton, Director

Kathleen Schuhl
Kathleen Schuhl

Attest: Kevin Larc
Kevin Larc, Administrator/Clerk of the Board

PROSECUTOR, COUNTY OF CAPE MAY

By: Jeffrey Sutherland
Jeffrey Sutherland, Prosecutor

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

EXHIBIT A

SCHEDULE OF WAGES

NAME - Title	Current	(January) 2022	2023	2024
Date of Hire-Years in 2022	2021	\$3,000.00	2.3%	2.30%
Davis, Lindsay (KC 1)	\$37,328.57	\$40,328.56	\$41,256.12	\$42,205.01
6/17/2013 -9 years				\$ 43,175.73
Elliott, Carol (KC 1)	\$40,975.15	\$43,975.15	\$44,986.58	\$46,021.27
9/21/2007 - 15 years				\$ 47,079.76
Faircloth, Lisa (KC 2)	\$ 52,773.65	\$55,773.65	\$57,056.44	\$58,368.74
8/24/1998 - 24 years				\$ 59,711.22
Fox, Jen (KC 1)	\$40,197.58	\$43,197.58	\$44,191.12	\$45,207.52
9/28/2008 - 14 years				\$ 46,247.29
Hughes, Colleen (KC 1)	\$35,969.78	\$38,969.78	\$39,866.08	\$40,783.00
7/27/2015 - 7 years				\$ 41,721.01
Mason, Jody (KC 1)	\$41,322.35	\$44,322.35	\$45,341.76	\$46,384.62
8/19/2006 - 16 years				\$ 47,451.47
McGann, Linda (KC 2)	\$57,478.61	\$60,478.61	\$61,869.61	\$63,292.61
7/17/2000- 22 years				\$ 64,748.34
Parsons, Sheri (KC 1)	\$37,328.57	\$40,328.21	\$41,255.76	\$42,204.64
10/7/2013- 9 years				\$ 43,175.35
Pease, Ann (KC 1)	\$44,950.44	\$47,950.44	\$49,053.30	\$50,181.53
9/6/2005 - 17 years				\$ 51,335.71
Schuhl, Kate (Clerk 1)	\$ 52,523.93	\$55,523.93	\$56,800.98	\$58,107.40
1/2/2001 - 21 years				\$ 59,443.87
Turner, Kimberly (KC 1)	\$30,499.99	\$34,500.00	\$35,293.50	\$36,105.25
9/18/2017 - 5 years	* 31,500.00			\$ 36,935.67
*Starting salary for 2022				