

**AGREEMENT**

**Between**

**MONMOUTH COUNTY PROSECUTOR and  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**And**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
(MONMOUTH COUNTY ASSISTANT PROSECUTORS)**

**Local 1036**

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**July 1, 2009 - December 31, 2012**

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## **PREAMBLE**

This Agreement ("Agreement") is entered into by and between the **Monmouth County Prosecutor**, hereinafter referred to as the "Prosecutor" or "Employer," and **Local 1036 of the Communications Workers of America, AFL-CIO**, hereinafter referred to as the "Union," pursuant to the provisions of the New Jersey Employer-Employee Relations Act ("Act"), N.J.S.A. 34:13A-1 et seq., and has as its purpose to promote and ensure harmonious relations, cooperation and understanding between the parties; and to prescribe the respective rights and duties of each to the extent not otherwise established by law. The parties mutually acknowledge that the **Monmouth County Board of Chosen Freeholders** ("County") is the funding agent to this Agreement.

**ARTICLE 1**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective negotiations representative for the purpose of establishing salaries, hours of work and other terms and conditions of employment for all regularly employed assistant prosecutors, including, but not limited to, employees holding the titles of team leader, deputy director and director, employed by the Monmouth County Prosecutor's Office, excluding the First Assistant Prosecutor, the Deputy First Assistant Prosecutors, managerial executives and confidential employees within the meaning of the Act.

## **ARTICLE 2 MANAGEMENT RIGHTS**

All of the rights, power, authority, and responsibilities possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations, abridgements, or modifications as are specifically provided for in this Agreement.

The powers, rights, authority, and responsibilities retained and reserved by the Employer unto itself, include, but are not limited to, the following:

- (a) The executive management and administrative control of the Monmouth County Prosecutor's Office, its properties and facilities, the activities of its employees related to their employment, and the right to impose reasonable rules, regulations and procedures governing employment.
- (b) The right to hire employees and determine their qualifications.
- (c) The right to promote, reassign, or transfer employees.
- (d) The right to effect a reduction in force because of lack of work or budgetary or other legitimate reasons.
- (e) The right to contract for or sub-contract out services in accordance with law.
- (f) The right to determine schedules of work, as well as duties, responsibilities and assignments of all employees and to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

- (g) The right to terminate or suspend, with or without pay, any employee with or without cause, subject only to the limitations contained in Article 23, "Discipline," of this Agreement. It is understood that under Article 23, the Employer retains the ultimate right to determine employee discipline.

It is further recognized by all parties that the Prosecutor has been conferred and vested with certain powers, rights, authority and responsibilities by the laws of the State of New Jersey, the Constitution of the State of New Jersey and/or the Constitution of the United States of America, which cannot be abridged or otherwise bargained away.

**ARTICLE 3**  
**UNION DUES/REPRESENTATION FEES**

- 3.1** Upon receipt of a lawfully executed written authorization from an Employee, the Employer and County agree to deduct the regular monthly union dues of said Employee from his/her pay and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with N.J.S.A. 52:14-15.9(e). The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of January 1st or July 1st of the next succeeding date on which an employee files a written notice of withdrawal with the Employer and the Union.
- 3.2** Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to CWA 1036 (Assistant Prosecutor Unit). Existing written authorization for dues deduction to an employee organization other than CWA 1036 (Assistant Prosecutor Unit) must be terminated within sixty (60) days of the date of execution of this Agreement.
- 3.3** Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not

join within ten (10) days of re-entry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members. The Employer's agreement to deduct agency shop fees hereunder is expressly conditioned upon the Union's representation that it maintains a demand and return system as provided by law.

**3.4** The Union shall indemnify and hold the Employer and County harmless against any and all claims, suits, orders, judgments or other forms of liability including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Employer and/or County under the provisions of this Article.

**3.5** The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

**3.6** The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1379, Chapter 477, and N.J.S.A. 34:13A-5.4, et al.



**ARTICLE 4**  
**NON-DISCRIMINATION**

The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

**ARTICLE 5**  
**VACATION**

**5.1** The Employer will provide vacation time off with pay to employees covered by this Agreement according to the following schedule:

- (a) One working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half working day if the employee begins work on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, an employee shall earn one vacation day for each month.
- (b) After 1 year of eligible service the employee is entitled to 12 vacation days each year.
- (c) After 5 years of eligible service the employee is entitled to 15 vacation days each year.
- (d) After 12 years of eligible service the employee is entitled to 20 vacation days each year.
- (e) After 20 years of eligible service the employee is entitled to 25 vacation days each year.

**5.2** Regular part-time employees shall be entitled to a proportionate amount of paid vacation leave based upon the number of anticipated hours worked in a year and the number of regular full time hours worked in the unit.

**5.3** For the purpose of computation, an employee who is employed for more than six months during the first calendar year of employment shall have that year

included in the computation for years of eligible service in determining vacation leave. An employee with six months or less during the first calendar year of employment shall not have that that period included in the computation for years of eligible service in determining vacation leave. Eligible service shall include any continuous time of employment with the Monmouth County Prosecutor's Office, regardless of the specific position held.

**5.4** Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. When there is a change in the calendar year in such that the years of service requirement that was anticipated to be met during the calendar year is not met, and such change is due to an employee's leave of absence without pay, the employee shall be liable for any increased vacation leave that was used and not earned. If the employee continues in the active service, the owed vacation leave will be deducted from the employee's paycheck.

**5.5** Periods of employment before and after a suspension or leave without pay shall be considered eligible service. However, the period on a suspension or leave without pay, except for military leave, shall not be included in calculating years of eligible service.

**5.6** Vacation time must be approved in advance by the Prosecutor or designee. Requests for vacation leave will be reviewed and approved based upon the needs of the office, but shall not be unreasonably denied.

**5.7** If vacation time is not used at the end of a benefit year, it is forfeited except in unusual situations as determined in the sole discretion of the Prosecutor. In such situations, the Prosecutor may authorize, in writing, an employee to carry over some or all of the unused vacation, provided, however, that all vacation time carried over shall be used on or before March 31 of the next calendar year.

**5.8** If an employee terminates his/her employment with the Employer, he/she will be paid for any unused vacation time that has been earned through the employee's last day of work. In the event of an employee's death, the employee's estate shall be entitled to receive cash payment for earned, but unused vacation time at the employee's salary rate at the time of death.

**5.9** Vacation leave may be utilized and shall be tracked and recorded in hours.

## **ARTICLE 6** **HOLIDAYS**

**6.1** The following shall be recognized and observed as paid holidays:

- \* New Year's Day (January 1)
- \* Martin Luther King, Jr. Day (third Monday in January)
- \* Presidents' Day (third Monday in February)
- \* Good Friday (Friday before Easter)
- \* Memorial Day (last Monday in May)
- \* Independence Day (July 4)
- \* Labor Day (first Monday in September)
- \* Columbus Day (second Monday in October)
- \* Election Day (Tuesday on or after November 2nd)
- \* Veterans' Day (November 11)
- \* Thanksgiving (fourth Thursday in November)
- \* Friday after Thanksgiving
- \* Christmas (December 25)

**6.2** If a recognized holiday falls on a Saturday, it will be observed on the Friday before the holiday. If a recognized holiday falls on a Sunday, it will be observed on the Monday after the holiday.

**6.3** If an employee is specifically assigned to work on a recognized holiday by the Prosecutor or his designee, on a matter above and beyond the employee's regular assigned work responsibilities, that employee shall be entitled to four (4) hours of paid leave if the work is for four hours or less, and eight (8) hours of paid leave if the work is for more than 4 hours. "Work" under this section shall not include brief, incidental activities such as making or responding to a phone call, or reading or drafting an e-mail. Additionally, for purposes of this section, on-call duties are deemed to be regular assigned work responsibilities. Use of any leave time granted under this provision is subject to the prior approval of the

employee's supervisor, which shall not be unreasonably denied, and shall be taken during the same calendar year, or within 90 days, whichever is longer.

**6.4** In the event that the New Jersey Supreme Court determines that the Superior Court will be open for ordinary business on any recognized holiday, the parties agree to reopen negotiations on the status of that holiday.

**ARTICLE 7**  
**ADMINISTRATIVE LEAVE**

- 7.1** Full time employees shall be granted three (3) days of paid administrative leave in each calendar year for personal business, including emergencies and religious observances. Administrative leave may be utilized and shall be tracked and recorded in hours.
- 7.2** Employees hired during the calendar year shall be granted administrative leave on a pro-rated monthly basis for the remaining calendar year. Thereafter, administrative leave shall be credited at the beginning of each calendar year.
- 7.3** Part time employees shall be entitled to a proportionate amount of paid administrative leave based upon the number of anticipated hours worked in a year and the amount of the regular full time hours worked in the unit.
- 7.4** Use of administrative leave must have prior advance supervisory approval when the need for such leave can reasonably be anticipated. Requests for administrative leave will not be unreasonably denied. In the event of an emergency requiring the use of administrative leave before supervisory approval can be obtained, the employee shall contact his/her supervisor at the earliest feasible time thereafter to advise of the situation. Unless it would be unreasonable to do so, the employee remains responsible for taking appropriate action to ensure that the office is not substantially disrupted by the use of administrative leave.
- 7.5** Administrative leave that is not used during the calendar year shall be forfeited.

**ARTICLE 8**  
**SICK AND BEREAVEMENT LEAVE**

**8.1 Sick Leave**

The Employer will provide paid sick leave benefits to employees covered by this Agreement, including regular full time employees, and regular part-time employees (on a pro-rated basis).

(a) Employees may use sick leave benefits for absence due to personal illness, injury, or disability. Employees can also use sick leave to be absent for the care of a seriously ill member of the employee's immediate family, including an employee's spouse, domestic partner, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law and mother-in-law and other relatives living in the employee's household.

(b) Sick leave shall accrue at the following rate:

1. Eligible new employees shall receive one working day of paid sick leave for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day of paid sick leave for each month of service.



3. After the first calendar year, employees will accrue sick leave benefits at the rate of 15 working days per year (1.25 days for every full month of service).
- (c) Sick leave shall accumulate from year to year and any unused sick leave time shall carry forward to the next year. Sick leave may be utilized and tracked and recorded in hours.
- (d) The use of sick leave is subject to notification and verification procedures, as may be established by the Employer from time to time.
- (e) Eligibility for payment for accumulated sick leave upon an employee's retirement or death, if any, shall be in accordance with general County policy.

## **8.2 Family and Medical Leave Acts**

- (a) Employees shall be entitled to leave under the federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. 2601 et seq., and the New Jersey Family Leave Act ("FLA"), N.J.S.A. 34:11B-1 et seq., and shall also be eligible for benefits pursuant to the New Jersey Paid Family Leave Law ("Family Leave Law"), P.L. 2008, c. 17. The use of such leave shall be in accordance with rules and regulations established by the County, including, but not limited to, any requirement that employees who have available sick, vacation or other paid leave time must use such leave concurrently with their FMLA or FLA leave.

- (b) Leave taken pursuant to the FMLA and/or FLA shall not subject an employee to disciplinary action provided that such leave is taken in accordance with the laws and regulations governing those statutes.

### **8.3 Pregnancy Related Leave**

- (a) The Employer will not discriminate against an employee who asks for an excused absence for medical reasons associated with pregnancy, and accordingly employees may request leave for a pregnancy-related condition, which shall be treated the same as a request for medical leave.
- (b) Requests for time off for bonding or child care will be treated as a request for family leave, which shall be unpaid unless the employee is eligible for benefits pursuant to the Family Leave Law.
- (c) This section shall not be interpreted to deprive any employee of any right provided by law.

### **8.4 Bereavement Leave**

- (a) Paid Bereavement leave for up to five (5) days will be granted for a death in the employee's immediate family, meaning the employee's spouse, civil union partner, domestic partner, parent, step-parent, child or step-child.
- (b) Paid Bereavement leave for up to three (3) days will be granted for a death in the employee's non-immediate family, meaning the employee's parent-in-law, sibling, grandparent, grandchild, foster child, or other member of the immediate household.

- (c) With a supervisor's approval, an employee may also use any other available paid leave, such as vacation time, if he/she needs additional time off for the death of a family member.
- (d) Notification that bereavement leave will be utilized should be made as soon as practicable after the need for such leave arises.

**ARTICLE 9**  
**OTHER AVAILABLE LEAVE**

**9.1 Jury Duty**

Employees serving jury duty when required will be granted leave with pay for the time required to attend jury duty that is scheduled during regular work hours, under the following terms and conditions:

- (a) Upon receipt of a jury duty summons, it shall be presented to the employee's immediate supervisor as soon as possible.
- (b) Employees shall return to work whenever the court schedule permits them to do so.
- (c) Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.
- (d) Employees will submit to their supervisor written verification of attendance signed by a representative of the Court.

**9.2 Military Leave**

- (a) The Employer will grant a military leave of absence if an employee is absent from work because he or she is serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").
- (b) The terms and conditions of leave granted by this provision shall be identical to those set forth by general County policy, and employees shall also be entitled to all of the benefits established by Resolution 03-283,

adopted by the Monmouth County Board of Chosen Freeholders on April 10, 2003, or as it may be amended.

### **9.3 Leave of Absence Without Pay**

- (a) A leave of absence without pay may be granted under certain limited circumstances such as:
  - 1. Pursuant to the FMLA and/or FLA, as more fully described in Article 9, Section 2 of this Agreement.
  - 2. Employee illness, which extends beyond accumulated sick, vacation or other paid leave, under the terms and conditions established by the Employer.
  - 3. Pregnancy disability and child care leave, under the terms and conditions established by the Employer.
  - 4. Other personal reasons.
- (b) No leave shall extend beyond one (1) year except in extraordinary circumstances, as determined by Employer's sole discretion.
- (c) In all circumstances, an employee is required to have prior approval before taking a leave of absence under this section.

### **9.4 Convention Leave Pursuant to N.J.S.A. 38:23-2.**

- (a) A duly authorized representative of an organization may be granted a leave of absence with pay for a period of up to five days in any calendar year to attend any State or national convention of any one or more of the

organizations listed in N.J.S.A. 38:23-2. The five days shall include necessary travel time.

- (b) Written notice from the appropriate organization, indicating that the employee is a duly authorized delegate shall be submitted to the department head prior to the convention.
- (c) A certification of attendance shall be submitted to the employee's supervisor after the convention indicating the employee's attendance.

#### **9.5 Convention Leave/Legal Organizations**

- (a) A duly authorized representative or member of the American Bar Association, New Jersey State Bar Association, the Monmouth Bar Association, the County Prosecutors Association, the National District Attorneys Association or the Assistant Prosecutors Association may be granted a leave of absence with pay at the discretion of the Prosecutor for a period of up to five days in any calendar year to attend a State or national convention of one or more of those organizations. The five days shall include necessary travel time.
- (b) Such leave shall be granted at the sole discretion of the Employer.
- (c) A certification of attendance shall be submitted to the employee's supervisor after the convention indicating the employee's attendance.

#### **9.6 Union-related Leave**

- (a) The Union shall designate no more than three (3) employees to serve as Union representatives who shall be allowed to aggregate no more than 15

days in any calendar year for Union-related business, including travel, if any. The Union representatives shall be granted a leave of absence with pay for the time necessary to conduct such Union-related business. This time shall not accumulate from year-to-year.

- (b) A request to utilize Union leave time shall be made to the Prosecutor, or his/her designee, in writing and with at least ten (10) days advance notice unless, for reasons beyond the Union's control, it is impractical to do so. The Prosecutor may deny such requests if they would unreasonably interfere with the efficient operations of the office.
- (c) Union leave time may be taken and shall be tracked in minimum increments of four (4) hours.
- (d) In addition to the foregoing leave for Union-related business, Union representatives shall be provided with paid leave for the time necessary to negotiate this Agreement or its successor and for grievance meetings or hearings. There shall be no more than six (6) persons on leave for negotiations and no more than one representative assigned to any grievance. Such leave time shall not count towards Union business days. No such leave time shall be granted for internal meetings of the Union's negotiating team with the exception of one (1) hour immediately preceding and following any meeting with the Employer to discuss collective negotiations.

**ARTICLE 10**  
**EMERGENCY CLOSINGS**

**10.1** In the event that County offices are closed before their scheduled opening, any employee who does not have a required appearance before a court that remains open for business, or is otherwise specifically deemed essential due to time-sensitive work responsibilities by the Prosecutor, is not required to report to work and will receive his/her regular day's pay. In the event an employee is on a pre-approved leave day when there is an emergency closing, the treatment of such day shall be in accordance with office policy.

**10.2** In the event that County offices are closed at any time after their scheduled opening, any employee who does not have a required appearance before a judicial body that remains open for business, or is otherwise specifically deemed essential by the Prosecutor due to time-sensitive work responsibilities, will be dismissed when the closing becomes effective and will receive his/her regular day's pay. Any employee not on pre-approved leave but who did not report for duty due to sick, vacation or personal reasons, shall be charged with the full day's absence.

**10.3** In the event that County offices are closed under 10.1 or 10.2, above, but an employee has a required appearance before a court that remains open for business, the employee shall be required to make the necessary appearance. However, upon completion of such business, and provided that the Prosecutor does not specifically deem the employee's return to work essential due to time-



sensitive work responsibilities, the employee will be dismissed for the remainder of the day and will receive his/her regular day's pay.

**ARTICLE 11**  
**HEALTH BENEFITS AND WORKERS COMPENSATION**

**11.1** It is agreed that the County will offer employees covered by this Agreement an option to enroll in the existing QualCare or Horizon BCBS Direct Access plans currently offered by the County, or an equal or better plan. Employees shall pay 1.5% of their annual base salary as a contribution towards defraying the County's cost of providing this coverage for employees and eligible dependents. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive that 1.5% contribution for the employee. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

**11.2** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis, but only for those unit employees hired before July 1, 1994. An employee opting to participate in such program shall be responsible for a portion of the premium costs as generally calculated by the County and such contribution shall be made through automatic payroll deductions. If those premium costs represent less than 1.5% of the employee's annual base salary, then the employee shall pay 1.5% of his or her annual base salary instead. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

**11.3** The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders, shall continue to apply, including with respect to the provision of health care coverage to eligible unit retirees.

**11.4** Bargaining unit members, and those employees receiving benefits under the County temporary disability program, as well as eligible dependents of such employees and members, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged at the current level unless and until such time as these co-pays are increased in accordance with the provisions of subpart (b) of this section 11.4.

(a) The current prescription drug copays are:

|                       |                |
|-----------------------|----------------|
| <u>Non-Mail Order</u> |                |
| <b>Retail (brand)</b> | <b>\$15.00</b> |
| <b>Generics</b>       | <b>\$5.00</b>  |

|                           |                |
|---------------------------|----------------|
| <u>90 days Mail Order</u> |                |
| <b>Retail (brand)</b>     | <b>\$10.00</b> |
| <b>Generics</b>           | <b>\$0.00</b>  |

(b) The Union agrees that the County may increase the prescription drug co-pays no earlier than January 1, 2012, provided that the unit is not singled out for such an increase and providing further that such an increase shall not result in copays that exceed the following limits:

|                       |                |
|-----------------------|----------------|
| <u>Non-Mail Order</u> |                |
| <b>Retail (brand)</b> | <b>\$25.00</b> |
| <b>Generics</b>       | <b>\$10.00</b> |

|                           |                |
|---------------------------|----------------|
| <u>90 days Mail Order</u> |                |
| <b>Retail (brand)</b>     | <b>\$15.00</b> |
| <b>Generics</b>           | <b>\$5.00</b>  |

- 11.5** Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty-one (31) hours weekly. Temporary employees are not eligible for these benefits.
- 11.6** The County shall make available to employees a voluntary employee-funded Dental Insurance plan, which shall be consistent with the plan(s) currently offered to other County employees.
- 11.7** Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an Employee's entitlement to benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

**12.1 Definition**

A "grievance" shall be defined as any controversy or dispute arising between the parties and relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement or the terms and conditions of employment. No grievance may be filed under this Article challenging whether discipline should be imposed upon an employee or the level of discipline imposed; such matters shall be exclusively handled pursuant to Article 23 of this Agreement.

**12.2 Grievance Procedure**

The parties agree that grievances, as here and above defined, should be handled in an expeditious and mutually satisfactory manner, with the purpose of reaching at the lowest possible level a prompt and equitable solution to problems and issues that may arise affecting the terms and conditions of employment. Nothing herein shall limit the right of any employee having a grievance to attempt to resolve the matter informally with an appropriate supervisor, provided that the Union shall not be bound by any such informal resolution. Nothing herein shall preclude the Union from engaging in the grievance procedure with management without an individual grievant present or filing without a named grievant.

**STEP ONE**

A formal, written grievance must be presented under the grievance procedure by a grievant through the Union to the first level of management having the authority to issue a remedy within twenty (20) days from the

time the grievant or the Union knew, or should of known, of its occurrence. The first level of management shall meet with the grievant and the Union representative within ten (10) working days of the submission of the grievance and shall render a decision in writing within ten (10) working days of the meeting.

## **STEP TWO**

If the grievance is not settled or resolved at Step One, or if no decision has been rendered within the time the decision should have been rendered at Step One, within ten (10) working days thereof the Union may submit the grievance to the next level of management having the authority to effect a remedy. The second level of management shall meet with the grievant and the Union representative within ten (10) working days of the submission of the grievance to Step Two and shall render a written decision within ten (10) working days after the meeting.

## **STEP THREE**

If the grievance is not settled or resolved at Step Two, or if no decision has been rendered within the time the decision should have been rendered at Step Two, within ten (10) working days the Union may submit the grievance to the Monmouth County Prosecutor or his/her designee. The Prosecutor or designee shall meet with the grievant and the Union representative within ten (10) working days of the submission of the grievance to Step Three and shall render a written decision within ten (10) working days after the meeting.

## **STEP FOUR**

If the grievance is not settled or resolved at Step Three, or if no decision has been rendered within the time the decision should have been rendered at Step Three, the Union may request arbitration in writing within twenty (20) working days after the Prosecutor gives his/her answer or the time for answering the grievance at Step Three has expired. Failure to request arbitration in a timely manner shall result in the irrevocable waiver of the grievance. A request for arbitration must be submitted in writing to the Public Employment Relations Commission ("PERC") with a copy simultaneously transmitted to the Prosecutor. Said written notice to PERC should request that PERC submit a panel of arbitrators to each of the respective parties to this Agreement so that the parties may independently exercise their right of selection of an arbitrator pursuant to the rules and regulations of PERC.

- 12.3** The failure by the Employer to issue a decision at any step of the grievance process shall be understood to be a denial, and in such case, the Union may proceed to the next step of the grievance process.
- 12.4** If any grievance proceeds to arbitration, the fees and expenses of the Arbitrator shall be borne equally by the Employer and Union.
- 12.5** It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party retaining such services, unless otherwise provided by law.
- 12.6** An employee who is the subject of the grievance shall be entitled to attend the grievance hearing, if scheduled for working hours, with no loss of pay or benefits. Expenses of witnesses for either side shall be borne by the parties producing such witnesses.
- 12.7** The arbitrator shall have no power or authority to add to, subtract from, or modify the terms of this Agreement.
- 12.8** The arbitrator will be directed to make every reasonable effort to issue a decision within thirty (30) calendar days from the date the hearing is closed. The arbitrator's decision shall be in writing, setting forth findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties, subject only to any appellate process that may be available by law.

**12.9** Any step in the grievance procedure may be waived by mutual written consent, and any time period or limitation contained in the grievance procedure may similarly be waived by mutual written consent.

**12.10** Any employee shall be represented at all stages of the grievance procedure by a Union representative. No contractual grievance shall be deemed settled unless the Union is a signatory to the settlement agreement.

**12.11** The parties will cooperate in investigating and exchanging pertinent information concerning the subject matter of the grievance being processed. The parties shall provide to each other upon request the names of witnesses and documents that are to be relied upon at any arbitration hearing at least three (3) working days prior to the hearing date.



**ARTICLE 13**  
**WORK SCHEDULE**

- 13.1** Hours of Work: The standard hours of work are from 8:30 a.m. until 5:00 p.m. with a one (1) hour lunch break, 30 minutes of which shall be unpaid. However, an employee covered by this Agreement may request to vary his/her standard work hours, which shall be considered in light of the needs of the office, with the sole discretion to grant or deny such a request retained by the Prosecutor or his/her designee.
- 13.2** Work Week: The workweek generally shall consist of five (5) consecutive days, starting on Monday and ending on Friday, and generally shall be 40 hours in length. However, it is understood and acknowledged that the needs of the office may at times require work beyond the normal workweek and that as professionals, employees are required to devote sufficient time necessary to successfully complete the tasks to which they are assigned.
- 13.3** It is recognized that employees covered by this Agreement may from time to time be assigned by the Prosecutor special responsibilities that take place outside of the general daily working hours established above and are also outside the employee's regular assigned work responsibilities. Such special responsibilities are defined to include speaking engagements or appearances at events where the employee is specifically directed to attend by the Prosecutor or his/her designee. On such occasions, the employee assigned such special responsibilities may be given a flexible schedule as to ensure that the length of

the employee's workweek is as consistent as possible with the provisions of this Article.

**13.4** As all employees covered by this Agreement are considered professionals not subject to the overtime provisions of the Fair Labor Standards Act, employees are not entitled to any overtime or compensatory time for work performed in excess of the number of hours contained in a normal workweek, except as specifically provided by this Agreement.

**ARTICLE 14**  
**PERSONNEL FILES**

**14.1** Employees shall be entitled to access to their personnel files upon reasonable written notice to Employer. Files may only be reviewed when a representative of the Employer is present.

**14.2** Whenever a disciplinary document or report is to be placed in an employee's personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to present a rebuttal. If the employee desires, he/she shall be permitted to place the rebuttal in the employee's personnel file.

**ARTICLE 15**  
**ASSIGNMENTS**

It is recognized that the Prosecutor retains the sole managerial prerogative to determine the specific assignments of employees within the job specifications of an Assistant Prosecutor and he/she is not required to advertise any job opening or position within his office. However, the Prosecutor will provide employees an opportunity to meet with him/her, or a senior staff designee, once per each 12-month period, to discuss that employee's career goals and professional interests. This discussion shall be for informational purposes only, and the Prosecutor has no obligation to assign an employee to any job opening or position as a result of this discussion.

**ARTICLE 16**  
**SAVINGS CLAUSE**

In the event that any federal or state legislation, or any binding court decision results in the invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**ARTICLE 17**  
**OUTSIDE EMPLOYMENT**

Pursuant to the provisions of P.L. 2009, c. 285, Assistant Prosecutors shall devote their entire time to duties of their office and shall not engage in the practice of law or other gainful employment, except as follows:

An Assistant Prosecutor may engage in limited outside employment or provide services as an independent contractor, under such terms as the Prosecutor deems appropriate, if:

- (1) The Prosecutor has deemed the employment or services as not inconsistent with the duties of office of Assistant Prosecutor;
- (2) The employment or services do not include the private practice of law or the provision of other legal services;
- (3) The employment or services do not qualify the Assistant Prosecutor for membership in any State-administered pension system.

The Prosecutor retains discretion to disapprove a request from an Assistant Prosecutor to engage in employment or services or to require an Assistant Prosecutor to terminate employment or services otherwise authorized by P.L. 2009, c. 285. There is no affirmative right for an Assistant Prosecutor to engage in any outside employment or services without the written approval of the Prosecutor.

**ARTICLE 18**  
**INDEMNIFICATION AND DEFENSE**

**18.1 Defense of Employees**

Whenever an employee, former employee or retired employee covered by this Agreement is a defendant in a suit or legal proceeding directly arising out of the performance of his/her duties as an Assistant Prosecutor, the County shall provide said employee with a legal defense to such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted by the Prosecutor, or a criminal proceeding instituted as a result of a complaint on behalf of the Prosecutor. However, in the event any such disciplinary proceeding or criminal action is dismissed or resolved in favor of the employee, the County shall reimburse the employee for the reasonable costs of defense, if any. The parties recognize that in some instances an employee may be provided with a defense by the State of New Jersey pursuant to Wright v. State, 169 N.J. 422 (2001) and its progeny, which shall satisfy the Employer's obligation under this provision.

**18.2 Indemnification of Employees**

The County shall indemnify and hold harmless an employee, former employee or retired employee against any and all claims, suits, orders, or judgments brought or issued against the employee, former employee, or retired employee directly arising out of or directly related to the performance of his/her duties as an Assistant Prosecutor. Notwithstanding any other provision of law, the provisions of this article shall apply equally to any lawsuit, order, judgment, or fine brought or issued against any employee pursuant to the Open Public

Records Act, N.J.S.A. 47:1A-1 et seq. The parties recognize that in some instances an employee may be indemnified by the State of New Jersey pursuant to Wright v. State, 169 N.J. 422 (2001) and its progeny, which shall satisfy the Employer's obligation under this provision.



**ARTICLE 19**  
**SENIORITY**

Seniority is defined as an employee's continuous length of service with the Prosecutor, beginning with his/her last date of hire. All other things being equal, seniority shall be given preference in vacation and scheduling, but not in decisions whether to hire, fire, layoff, transfer, promote, reassign or demote an employee. The Employer shall maintain an accurate seniority roster showing each employee's date of hire, classification and pay rate and shall furnish same to the Union upon request. The Employer will furnish to the Union upon prior reasonable request a listing of all new hires, terminations, title changes, and reassignments.

**ARTICLE 20**  
**VEHICLE AND MISCELLANEOUS EXPENSES**

**20.1** The parties acknowledge that the Employer has the sole and exclusive managerial right to determine if, how and when automobiles will be distributed among employees, and to establish policies for their usage. However, if employees are required to use their personal vehicles for work purposes, Employer will provide reimbursement in an amount equal to the standard mileage rates offered by the County. Additionally, any tolls and/or parking fees shall be reimbursed in full. However, no reimbursement will be provided for travel to and from home and work, even if such travel occurs on a non-scheduled workday. The Employer reserves the right to require appropriate documentation of any claim for reimbursement.

**20.2** The Employer shall provide a cell phone or personal data assistant (e.g. "Blackberry") for business use, with text messaging and e-mail capability, and shall pay all associated costs of same, or alternatively, and at the Employer's sole discretion, provide reimbursement to the employee for the business-related costs incurred by the employee's use of his/her personal cell phone, including data plan, provided the Employer receives appropriate documentation of same.

In lieu of the foregoing, the Employer may choose to provide a stipend for cell phone costs to an employee equal to \$60.00 per month, which the Union and Employer agree is the best current estimate of actual costs. The stipend, if used, shall be evaluated in January 2012 to determine if the amount is sufficient to be a

reasonable approximation of such costs and if it is not, the parties shall re-open negotiations to establish a stipend that is such a reasonable approximation.

**20.3** The Employer shall pay the following law-related expenses as requested:

- (a) New Jersey Client Security Fund;
- (b) Monmouth County Bar Association Dues;
- (c) Certified Criminal Trial Attorney (cost and dues);
- (d) Assistant Prosecutor Association of New Jersey (dues);
- (e) Continuing legal education sufficient to ensure each employee's full compliance with the Mandatory Continuing Legal Education requirements promulgated by the Supreme Court of New Jersey. The Employer retains full discretion to determine how it will provide for these requirements. The Prosecutor, in his/her sole discretion, may authorize employees to attend additional CLE programs beyond those necessary to meet mandatory requirements;
- (f) Professional organizations related to the employee's responsibilities as an Assistant Prosecutor, provided, however, that the Employer retains the sole discretion to determine whether a professional organization meets this standard;
- (h) Any other fees or requirements for an employee to remain a member in good standing of the New Jersey Bar or imposed by the Employer, except that continuing legal education requirements are subject to the provisions of paragraph (f) above.

**20.4** The Employer shall reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All such travel must be approved in advance and be in compliance with the County's Conference and Associated Travel Policy.

**20.5** The Employer shall offer a Tuition Assistance and Reimbursement Policy to the same extent as generally offered by the County to its employees.

**ARTICLE 21**  
**NO STRIKE OR LOCKOUT**

There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Prosecutor shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

**ARTICLE 22**  
**COMPLETE AGREEMENT**

**22.1**        The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

**22.2**        This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that 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.

**22.3**        It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

**22.4** This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

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

**ARTICLE 23**  
**DISCIPLINE**

**23.1 Preamble.**

The parties recognize that pursuant to N.J.S.A. 2A:158-15, Assistant Prosecutors hold their office at the pleasure of the Monmouth County Prosecutor, and that as unclassified employees, Assistant Prosecutors are not entitled to utilize the disciplinary appeal procedures contained in Title 4A of the New Jersey Administrative Code. Accordingly, the purpose of this article is to establish procedures that the Monmouth County Prosecutor has agreed to follow with respect to handling disciplinary actions involving Assistant Prosecutors.

**23.2 Expiration.**

The parties agree that notwithstanding any other provision of this Agreement, Article 23 will expire in its entirety upon the expiration of the Agreement on December 31, 2012, and it shall no longer be applicable, in whole or in part, after that date, absent further written agreement between the parties. There shall be no "past practice" whatsoever established as a result of any actions taken or not taken by the Prosecutor as a result of this Article. If the current Monmouth County Prosecutor, Peter Warshaw, leaves office prior to the expiration of the Agreement on December 31, 2012, the parties agree to immediately reopen negotiations on this Article.

**23.3 Procedure not applicable to layoff actions.**

This procedure is not intended to diminish in any way the plenary authority of the Monmouth County Prosecutor to conduct a non-disciplinary layoff of

employees for reasons of economy or efficiency. Layoffs shall not be utilized for disciplinary purposes.

**23.4 Procedure not applicable to certain matters.**

The decision to issue notices of counseling, oral and/or written reprimands, and the like to employees shall remain within the exclusive managerial prerogative of the Prosecutor, and employees shall therefore not be entitled to utilize any of the provisions contained in this Article with respect to such actions.

**23.5 Procedure for “minor discipline.”**

A disciplinary suspension of five or less days shall be considered “minor discipline.” The only review of minor discipline shall be as follows: an employee who receives minor discipline may within five (5) business days of receipt of notice that minor discipline has been imposed request reconsideration of that decision by making a written request to the Prosecutor, providing specific reasons why he/she believes the decision should be modified or overturned. The Prosecutor, or a designee, shall review the matter and provide a written Final Decision within ten (10) business days. There shall be no appeal of the Prosecutor’s Final Decision; however, an employee may place a written response to the Final Decision in his/her personnel file. The Union shall be advised upon the filing of minor disciplinary charges and may be provided with a copy of the charges at the employee’s specific request.

**23.6 Procedure for “major discipline.”**



Disciplinary suspensions of six (6) or more days or removal shall be considered "major discipline" and employees shall be entitled to additional procedures to review such discipline before it is imposed as more fully set forth herein.

**23.7 Pre-hearing procedures for major discipline.**

- (a) In any matter where an employee is the target of a departmental disciplinary investigation where major discipline may result, he/she may request the presence of a Union representative during questioning. The Union representative shall serve in an advisory capacity only and shall not be an active participant in the questioning.
- (b) If an employee is to be charged with major discipline, he/she will be provided with a written Notice of Discipline including the nature of the charges, the alleged acts on which the charges are based, the nature of the discipline to be imposed, and a proposed hearing date. The Union shall be advised upon the filing of major disciplinary charges and may be provided with a copy of the charges at the employee's specific request.
- (c) An employee requesting a hearing on major discipline shall do so in writing to the Prosecutor within five (5) business days after receiving written notice of the disciplinary charges. If no such request is timely received, any right to a hearing is waived and disciplinary punishment may be immediately imposed.
- (d) An employee, upon request, will be provided with the names of any witnesses who will appear at a hearing and any records that will be

introduced at a hearing at least three (3) days prior to the hearing. The employee shall be required to provide the same information upon request.

- (e) The Prosecutor retains authority to take appropriate action to ensure that confidential information relevant to the disciplinary process is protected at all times from unauthorized release. The Union agrees to respect the confidentiality of all information identified as confidential that is obtained during the disciplinary process at all times and acknowledges that misuse of this information by any employee will be independent grounds for discipline up to and including termination.

**23.8 Hearing procedures for major discipline.**

- (a) Hearings on major disciplinary matters shall be conducted as expeditiously as possible following the presentation of charges at a time and location mutually convenient to all parties.
- (b) The employee may be represented during the disciplinary hearing process by a Union representative if desired.
- (c) The Hearing Officer shall be a suitable person within the Prosecutor's Office who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on his/her ability to be impartial. The Prosecutor shall have sole authority to designate a Hearing Officer from within the Prosecutor's Office. Alternatively, upon the mutual agreement of the parties, the Hearing Officer may be any other suitable person.

- (d) The hearing shall be handled informally and without regard to any rules of evidence, but each side may offer witnesses and introduce documents or other relevant records. The Hearing Officer shall review the information presented at the hearing and issue a recommended decision to the Prosecutor for review, which shall include findings of fact, a recommendation as to whether "just cause" for discipline has been established, and an appropriate penalty. Any witness appearing at the hearing may be questioned by both sides.
- (e) The Prosecutor may accept the recommendation of the Hearing Officer; remand the matter for additional fact-finding; or overrule the decision of the Hearing Officer. If the Prosecutor overrules the recommendation of the Hearing Officer, he/she shall provide specific reasons to the employee for doing so. Upon completion of the hearing process, the Prosecutor shall provide the employee with a written Final Decision and impose punishment, except in the case of a disciplinary removal which may be further reviewed pursuant to the procedures set forth in Section 23.9.
- (f) An employee charged with discipline may attend his/her hearing without loss of pay, as may the Union representative, if he/she is an employee of the Prosecutor's Office. It is acknowledged that the Prosecutor may direct anyone employed at his office to appear as a witness at a hearing. Additionally, witnesses with relevant knowledge who are employed by the Prosecutor's Office may voluntarily appear at the hearing upon the request

of an employee charged with discipline unless it would unreasonably interfere with the operations of the office, but employees have no power to compel the attendance of any witness. Regardless of which side calls a witness, no witness shall suffer any loss of pay for appearing at a disciplinary hearing.

- (g) No disciplinary penalty, except in the case of an immediate suspension pursuant to Section 23.10, shall be imposed until the hearing process set forth in this section is concluded.

**23.9 Additional review process for disciplinary removal.**

- (a) If an Assistant Prosecutor receives a disciplinary removal following the hearing, he/she may file a request for a Neutral to be appointed to review the Prosecutor's decision by conducting a fact-finding procedure and issuing a report with recommendations to the Prosecutor. Such request shall be filed with the Prosecutor within ten (10) business days following the receipt of written notice from the Prosecutor of the termination. Such written notice of termination shall be provided to the Union at the same time as to the Assistant Prosecutor.
- (b) Upon ratification of the Agreement, the Prosecutor and Union shall take immediate efforts to establish a list of acceptable Neutrals. The Neutral for the fact-finding procedures shall either be agreed upon by the parties within ten (10) business days after the request has been filed with Prosecutor, or in the absence of mutual agreement shall be selected from

a panel supplied by the American Arbitration Association in accordance with its procedures.

- (c) The Prosecutor and Union shall split the cost of the Neutral, if any. Any additional costs or expenses shall be borne by the party incurring them.
- (d) The Neutral may make appropriate efforts to achieve a mediated resolution to the matter.
- (e) If no mediated resolution is achieved, the Neutral shall conduct a hearing in an expeditious manner to determine the facts, make conclusions and render a decision report within thirty (30) days following the hearing, with a recommendation to the Prosecutor as to whether "just cause" for termination has been shown and if not, whether the penalty should be reduced or rescinded.
- (f) The Prosecutor may accept the recommendation of the Neutral, in which case it shall become final; or reject the recommendation of the Neutral. If the Prosecutor rejects the recommendation of the Neutral, he/she shall provide specific written reasons for doing so to both the employee and Union. The employee and/or Union may submit a response to the Prosecutor within five (5) business days. Thereafter, the Prosecutor shall issue a Final Decision upholding, modifying, or dismissing the discipline.
- (g) The Final Decision of the Prosecutor shall not be subject to further appeal or grievance in any forum whatsoever.

- (h) The Prosecutor retains the right, in his/her exclusive discretion, to suspend the affected employee either with or without pay while the disciplinary removal review process is underway.

**23.10 Immediate suspensions.**

- (a) An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. However, a Notice of Discipline must be served in person or by certified mail within five (5) days following the immediate suspension. The employee shall then be entitled to the level of review available depending on whether the proposed discipline is "major" or "minor."
- (b) An employee may also be suspended immediately when the employee is formally charged with a crime of the first through fourth degrees, a disorderly persons offense occurring on the job or directly related to the job, a disorderly persons offense occurring while on duty or motor vehicle summonses for the following offenses that occur while on duty: N.J.S.A. 39:4-50/39:4-50.4a or N.J.S.A. 39:4-129.
- (c) Immediate suspensions may be with or without pay. The Prosecutor retains sole and complete authority to determine whether a suspension is

with or without pay, or whether or not any back pay should be awarded to an employee in any case.

- (d) The Prosecutor agrees to expedite the hearing process to the extent possible in the event of an immediate suspension without pay.

**23.11 Miscellaneous.**

- (a) No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.
- (b) The Prosecutor recognizes the concept of progressive discipline and that prior disciplinary actions that are remote in time will ordinarily be given less weight in determining the appropriate disciplinary penalty to be imposed on an employee.

**ARTICLE 24**  
**WAGES**

Effective as of the first date of the agreement in 2009, Assistant Prosecutor salaries shall be established in accord with the spreadsheet showing unit salaries set forth in Appendix A to this Agreement, which reflects salaries being earned by Assistant Prosecutors as of the effective date of execution of this 2009-2012 Agreement.

**24.1 Placement at Hiring and Increases:**

The Prosecutor shall have discretion to place a newly hired Assistant Prosecutor at any salary level within the salaries provided to existing employees, but once placed the Assistant Prosecutor shall receive increases equal to those of the other unit employees at the same salary level in accordance with the requirements of this Agreement.

**24.2 Salary Increase Schedule:**

- (a) For calendar year 2009: No salary increase for unit employees.
- (b) For calendar years 2010 thru 2012 the salary increases for each unit employee shall be based upon the salary they were paid in 2009 and then in each year thereafter and the salary band for each employee at the Prosecutor's Office as set forth herein:

**2010: For each unit employee who is on the payroll as of January 1, 2010 effective and retroactive to January 1, 2010 salary shall be increased as follows:**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| Salaries \$49,500 to \$94,999:  | \$2500 per year increase to salary. |
| Salaries \$95,000 to \$134,999  | \$2000 per year increase to salary. |
| Salaries \$135,000 to \$139,999 | \$500 per year increase to salary   |



Salaries \$140,000 and above \$0

**2011: For each unit employee who is on the payroll as of January 1,**

**2011 effective and retroactive to January 1, 2011 salary shall be**

**increased as follows:**

|                                |                                     |
|--------------------------------|-------------------------------------|
| Salaries \$49,500 to \$94,999  | \$2250 per year increase to salary. |
| Salaries \$95,000 to \$135,499 | \$1700 per year increase to salary. |
| Salaries \$135,500 - \$139,999 | \$1500 per year increase to salary. |
| Salaries \$140,000 and above   | \$0                                 |

**2012: For each unit employee who is on the payroll as of January 1,**

**2012 effective and retroactive to January 1, 2012 salary shall be**

**increased as follows:**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| Salaries \$49,500 to \$94,999   | \$2500 per year increase to salary. |
| Salaries \$95,000 to \$124,999  | \$1700 per year increase to salary. |
| Salaries \$125,000 to \$136,999 | \$1500 per year increase to salary. |
| Salaries \$137,000 and above    | \$0                                 |

These amounts do not preclude additional adjustments pursuant to the Prosecutor's discretion as set forth in Section 24.3. If such an adjustment is made to base salary it shall become part of the placement of such employee within the salary level band.

### **24.3 Prosecutor's Discretion**

Consistent with his statutory authority as the Employer of Assistant Prosecutors, in the event that salary costs within the Assistant Prosecutor Unit are less than budgeted in any particular budget year due to retirements, resignations, or other permanent separations from service, the Prosecutor shall have the sole and complete discretion to distribute up to \$90,000 annually from

such unexpended funds as an increase to salary or as a one-time non-base salary adjustment. The Prosecutor shall retain sole and complete discretion as to whether any funds will be distributed in any particular year, to whom they will be distributed, the amount that will be distributed and the timing of any such distributions; however, the Union shall be notified within five (5) business days of any distribution under this section. No decision of the Prosecutor under this section shall be grieved or otherwise challenged by the Union.

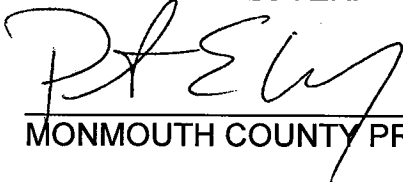
**ARTICLE 25**  
**DURATION**

This Agreement shall be in full force and effect from July 1, 2009 through December 31, 2012. All of the provisions of this Agreement shall remain in full force and effect until a successor collective negotiations agreement has been executed.

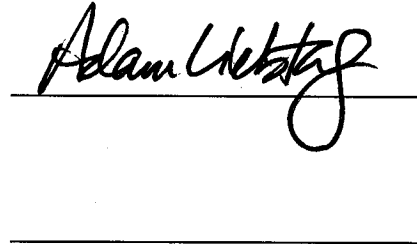
By signing below on the 22nd day of June 2011, the Prosecutor and Union affirm their agreement to the explicit terms set forth in this Agreement. The parties further agree to recommend ratification of those terms by the Union to the members of CWA Local 1036 Assistant Prosecutors Unit at the meeting to be held on June 22, 2011 and by the Prosecutor to the Freeholder Board as Funding Agent at its meeting on June 23, 2011.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 22nd day of June, 2011.

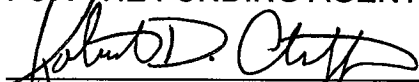
FOR THE EMPLOYER:

  
\_\_\_\_\_  
MONMOUTH COUNTY PROSECUTOR

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE FUNDING AGENT:

  
\_\_\_\_\_  
MONMOUTH COUNTY BOARD OF  
CHOSEN FREEHOLDERS