

**2010 – 2013**

**AGREEMENT**

*Between*

**The Burlington County Prosecutor**

**and**

**Burlington County Assistant Prosecutors**

**as represented by the Burlington County**

**Assistant Prosecutors Association**



## PREAMBLE

THIS AGREEMENT entered into this 26th day of June 2013, by and between the Burlington County Prosecutor, hereinafter called the "Employer," and the Burlington County Assistant Prosecutor's Association, hereinafter called the "Association," has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work and other conditions of employment.

In consideration of the mutual covenants and understandings stated therein, the parties agree as follows.

## DEFINITIONS

**Association:** shall mean the Burlington County Assistant Prosecutors Association, the sole and exclusive collective bargaining organization for all Assistant Prosecutors employed by the Burlington County Prosecutor's Office.

**Assistant Prosecutor:** shall mean all Assistant Prosecutors employed by the Burlington County Prosecutors Office with the exception of the Prosecutor and the First Assistant Prosecutor.

**Bargaining Agent:** shall mean the Burlington County Assistant Prosecutor's Association, the sole and exclusive collective bargaining organization for all Assistant Prosecutors employed by the Burlington County Prosecutor's Office.

**County:** shall mean the Board of Chosen Freeholders of the Burlington County, New Jersey.

**Employees:** shall mean all Assistant Prosecutors employed by the Burlington County Prosecutor's Office with the exception of the First Assistant Prosecutor.

**Employer:** shall mean the Burlington County Prosecutor.

**Funding Agent:** shall mean the Board of Chosen Freeholders and the County of Burlington, New Jersey.

**Grievance:** shall mean any controversy or appeal arising over the language, violation of terms and conditions, or adherence to the terms and conditions of this agreement and that may be raised by the Prosecutor, a member, or the Burlington County Assistant Prosecutor's Association.

**Immediate Family:** shall mean an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon by the approval of the County Prosecutor or designee.

**Members:** shall mean all Assistant Prosecutors except for the First Assistant Prosecutor.

**Seniority:** shall be calculated as total years of service as an Assistant Prosecutor in the Burlington County Prosecutor's Office. (For example a prosecutor who worked for 10 years and then had a two year break in employment and then resumed service with an additional 10 years would be credited with 20 years of service)

**Trustee:** shall mean a member of the Association elected pursuant to the association's by-laws as a representative of the Burlington County Prosecutor's Association.

## ARTICLE I

### RECOGNITION

The Employer recognizes the Association as being the bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all Assistant Prosecutors employed by the Burlington County Prosecutor's Office. The Prosecutor and First Assistant Prosecutor are excluded from this Agreement. As to any additional classifications sought to be added by the parties, the parties must agree in writing to said inclusion.

## ARTICLE II

### ASSOCIATION DUES

- A. Upon receiving voluntary authorization and assignment of an Employee covered by this agreement, the Employer agrees to deduct membership dues from the salaries of its Employees, subject to this Agreement. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended. Dues shall be in a fixed amount as set by the By-Laws of the Association.
- B. Collection of dues shall commence for each Employee who signs a properly dated authorization form, supplied by the Association and verified by a Trustee of the Association during the month following the filing of such card with the Employer.
- C. The aggregate dues deducted from all Employees shall be remitted to the designated Trustee of the Association, or to a financial institution identified as the banking agent of the Association. These dues deductions shall correspond with the County's pay schedule and shall be remitted to the Association no later than three business days following a County pay day.
- D. If during the term of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish the Employer written notice thirty (30) days prior to

the effective date of such change and shall furnish to the Employer amended authorization forms from its members showing the authorized deduction for each Employee, along with official notification on the letterhead of the Association signed by a Trustee of the Association advising of such change.

- E.** The Association will provide the necessary authorization form and will secure the signatures of its members and deliver the signed forms to the Employer.
- F.** Any Employee of the Association may voluntarily withdraw at any time by filing notice of such withdrawal with the Employer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- G.** For all Employees who have filed a notice of withdrawal and have consequently had dues payments terminated, or for new Employees who fail to join the Association within thirty (30) days of commencing employment, the Employer shall instead deduct a representation fee equal to a percentage of the appropriate dues. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues less the cost of benefits financed through dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as dues are being collected from Employees of the Association.
- H.** The Employer agrees to preclude all non-member employees from authorizing payroll deductions for any employee organization other than the Burlington County Prosecutor's Association.

**I.** Demand and Return: The representation fee in lieu of dues shall be available to the Association if the procedures hereafter are maintained by the Association. The burden of proof under this system is on the Association.

The Association shall return any part of the representation fee paid by the Employee which represents the Employee's additional pro rata share of expenditures by the Association that is either in aid of activities or causes of a partisan, political, or ideological nature only incidental related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to dues paying members.

The Employees shall be entitled to a review of the amount of the representation fee by requesting the Association substantiate the amount charged for the representation fee.

This review shall be accorded with State and Federal law.

**J.** It is agreed that the Employer shall have no other obligation or liability, financial or otherwise, other than set forth herein, for actions arising out of the understandings expressed in the language of this section. It is further understood that once the deducted funds are remitted to the Association, the disposition of such funds shall be the sole responsibility of the Association. The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability including reasonable legal or representation fees resulting from any of the provisions of this Article.

### **ARTICLE III**

#### **WORKING HOURS**

Working hours for Employees covered under this Agreement are generally from either 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. or as established by the Prosecutor. However, with the prior consent of the Prosecutor, Employees may vary their work hours with the first consideration being the present needs of the Burlington County Prosecutor's Office. Assistant Prosecutors covered by this Agreement are considered professional employees and shall not be required to sign in or out while completing their assigned responsibilities. For the purposes of timekeeping and payroll, full-time Assistant Prosecutors are considered 40 hour per week employees who are exempt from overtime compensation under the Fair Labor Standards Act as recognized professionals.

Part-time Assistant Prosecutors shall work a minimum of two (2) days and a maximum of three (3) days per week.

### **ARTICLE IV**

#### **SALARY**

For employees who are hired prior to the signing of this Agreement to be covered by this Agreement, an employee shall have maintained continuous employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

1. There shall be a non-paid salary adjustment for period January 1, 2010, through December 31, 2010, in the amount of 1% greater than 2009 salary; said percentage shall be added to base salary upon implementation of the wage adjustments outlined below. Retroactive payments for 2011, 2012, and 2013 shall not include payment based upon the 2010 salary adjustment.



2. Effective and retroactive to January 1, 2011, employees who have been on the payroll and who have maintained continuous employment since on or before September 30, 2010, shall receive an increase of 1.75% added to the employee's base pay.

3. Effective and retroactive to January 1, 2012, employees who have been on the payroll and who have maintained continuous employment since on or before September 30, 2011, shall receive an increase of 1.75% added to the employee's base pay.

4. Effective and retroactive to January 1, 2013, employees who have been on the payroll and who have maintained continuous employment since on or before September 30, 2012, shall receive an increase of 1.75% added to the employee's base pay.

5. Beginning in and effective January 1, 2013, all full-time Assistant Prosecutors shall have a minimum salary of the greater of \$51,000 or the salary resulting from the agreed-upon increases as outlined herein. Any full-time Assistant Prosecutor earning below \$51,000 salary will be provided with salary increase to \$51,000 effective January 1, 2013.

6. All retroactive compensation for 2011 and 2012 will be issued in a check or checks separate from the employee's regular pay. Salary adjustments and retroactive payments shall be made within four (4) weeks of the date this agreement is approved by the Freeholder Board.

7. Assistant Prosecutor's salaries shall not exceed 95% of the First Assistant County Prosecutor's salary.

## **ARTICLE V**

### **HOLIDAYS**

The following national holidays will be recognized as paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

All of the foregoing holidays which fall on a Saturday during the term of this Agreement shall be observed on the previous Friday, and those which fall on Sunday shall be observed on the following Monday.

Holidays which fall within an Employee's vacation period shall not be charged to the Employee's vacation time.

## **ARTICLE VII**

### **INSURANCE BENEFITS**

#### **A. Health Benefits**

A. Health Benefits: Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1. Health Insurance Plan Offerings. Eligible employees shall be given the option of coverage for themselves and their dependents through one of the four contributory, comprehensive County-funded medical, optical and prescription plans which are described below. The specific copays, deductibles, coinsurances, limits, and other terms of each plan shall not be altered except through agreement of the parties. The four plans to be offered are as follows:

A: Plan 1: The County shall continue to offer the health insurance plan which is known as Plan 1 (“Current Plan”). The specific copays, deductibles, coinsurances, limits, and other terms of the Current Plan shall not be altered except through agreement of the parties. Under the Current Plan, doctor’s visits to a specialist or to a primary care doctor, or to any other doctor or such provider in the network shall have a copay charge of \$20. Additionally, visits to the emergency room will have the following co-pay: \$50.00. The annual deductible for using out-of-network providers shall be \$400 for single coverage and \$600 for family coverage with a 20% co-insurance contribution.

B: Plan 2, which shall be known as the “Modified Version” or “PPO2” shall be modeled after the Current Plan (Plan 1) but shall have the following co-payments and co-insurance requirements: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a fifty percent (50%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

C: Plan 3, which shall be known as the “High Deductible Health Plan” (“HDHP”), shall be modeled after the Current Plan but shall have a \$1,500 single/ \$3,000 multi-party deductible which shall be paid by the employee before the plan begins to cover eligible expenses, along with the following co-payments and co-insurance: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a twenty percent (20%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

Further, the County will contribute the following sums toward a Health Savings Account (HSA) to partially offset the cost of the deductible: on or after January 15 -- \$250 single/ \$500 multi-party; May 15 -- \$250 single/ \$500 multi-party; and if the employee and his/her eligible dependents participate in wellness screenings and preventative care in accordance with guidelines established by the U.S. Secretary of Health and/or the third party administrator, on September 15, an additional \$250 single/ \$500 multi-party. In order to participate in the HDHP/HSA, an employee must not be enrolled in (or a dependent on) any other healthcare plan.

D: Plan 4, which shall be known as the “Premiere Choice Plan,” shall be modeled after the Current Plan but shall offer a three (3) tiered network for hospital facilities along with the following co-payments and co-insurance requirements: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission).

Within Tier 1, there shall be no deductible or coinsurance. Within Tier 2, there shall be a deductible of \$500 single/ \$1,250 multiparty plus a fifty percent (50%) co-insurance for use of Tier 2 providers. Within Tier 3, which shall apply to out-of-network facilities and providers, there shall be a \$2,000 single/ \$4,500 multiparty deductible (which shall be inclusive of any Tier 2 deductible), plus a fifty percent (50%) coinsurance. Notwithstanding the tiers outlined above, employees and/or their eligible dependents can visit any hospital without penalty for bona-fide Emergency Room treatment; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

All four plans offered shall have the same network unless a change in network occurs due to a change of third party administrators after a public bidding process. Each of the four plans shall be offered to eligible employees through the duration of the contract term and shall continue to be offered without alteration, unless agreed otherwise, during the time that a successor contract is being negotiated between the parties. Employees shall select a health care plan during the Winter Open Enrollment period and must participate in the chosen plan for the entire calendar (plan) year. The County will continue to use its best efforts to offer a broad, nationwide provider network for Plans 1, 2 and 3, and Tiers 1 and 2 of Plan 4, unless the parties negotiate newer plans with limited or exclusive provider networks.

The County shall make copies of Summary Plan Descriptions (“SPDs”) for each of the four plans available to all employees through the BurlCo Portal (County Intranet), and to the union during open enrollment periods, and shall forward any changes in the SPDs to the union at the time such are made. The SPDs with regard to specific copays, deductibles, coinsurances, limits, and other terms of each plan shall not be altered except through agreement of the parties.

A copy of the Current Plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall

be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 23. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school. Pursuant to the Affordable Care Act, children dependents who are not eligible for health benefits through an employer may remain covered until the end of the month in which they reach the age of 26. Employees shall certify that no employer or other coverage is available to the adult dependent.

2. Prescription Program. All prescription medications must be processed through a pharmaceutical clinical case management program through the third-party administrator (TPA) or pharmaceutical benefits manager (PBM). As a pre-condition to using the prescription benefits plan, all employees must sign a HIPAA compliant release enabling the health benefits third-party administrator to share protected health information (PHI) with the prescription benefits TPA or PBM. Prescriptions shall have the following retail copays:

<u>Prescription</u>	<u>Brand</u>	<u>Brand</u>
<u>Generic</u>	<u>Preferred</u>	<u>Non-Pref.</u>
\$0.00	\$30.00	\$45.00

After the first 90 days a prescription has been filled, all maintenance medications (with the exception of insulin for diabetics) must be filled via Mail Order (examples of maintenance medications include high blood pressure, cholesterol, kidney and heart medications, etc.). Mail Order medications for a 90 day supply shall cost one-and-a-half times (1.5x) the applicable retail co-pay indicated above.

3. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, the County shall give the union at least 30 days advance notice, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers (network), all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

4. The County will extend to a maximum of ninety days the health insurance coverage of eligible Employees and their covered dependents upon exhaustion of such Employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or extension of such leave) without pay is for a period of more than ninety (90) days, the Employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said Employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

5. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall have his or her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County at the level enjoyed at the date of retirement. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverage for each such retiree. Any additional

cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A and B.

The County will provide full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

**B. Dental Benefits**

1. The Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A (Health Benefits).

a. The maximum payable by the carrier for services other than orthodontic benefits is two thousand dollars (\$2000) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a two thousand dollar (\$2000) maximum per lifetime which is separate from the maximum mentioned above.

During the period of this Agreement, Employees shall pay dental premiums as follows:

Single	\$5
Husband/Wife	\$10
Parent/Child	\$10
Family (Parent/Children or Family)	\$15

Payroll deductions shall be made twice per month for a total of 24 deductions per year. Employees may elect to have the deductions taken from pre-tax wages upon signing a Section 125 authorization form through the Employee Benefits office.

**C. Eye Med Vision Care**

Employees shall be offered participation in the Eye Med Vision Care Plan.

**D. Life Insurance**

At the beginning of each enrollment period, permanent Employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5000) life insurance policy, premiums for the first one thousand dollars (\$1000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4000) coverage shall be paid by the Employee through the payroll deduction plan.

**E. Disability Plan**

All Employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each Employee. It is understood that this Plan or a plan with equivalent benefits requires the Employee to make a contribution of at least fifty (50%) percent of the cost.

**F. IRS Section 125**

The County will continue to provide the opportunity for Employees to set aside a portion of their pre-tax salary into an IRS Section 125 account to be utilized for health benefits, statutory healthcare payments, and dependent care expenses.



ARTICLE VIII

VACATION & LEAVES

**A. Vacation**

Assistant Prosecutors shall be entitled to the following vacation with pay subject to scheduling approval by the Prosecutor:

First five years of employment	15 days
Sixth year	16 days
Seventh year	17 days
Eighth year	18 days
Ninth year	19 days
Tenth year	20 days
Eleventh year	21 days
Twelfth year	22 days
Thirteenth year	23 days
Fourteenth year	24 days
Fifteenth year and beyond	25 days

An Assistant Prosecutor shall be given credit for the first year of employment regardless of the month of hire in a calendar year. Additional days based upon years of permanent service are credited on January 1 in the calendar year of the Assistant Prosecutor's employment anniversary. For the purposes of this agreement, there shall be no retroactive crediting of vacation time.

When in any calendar year the vacation, or part thereof, is not granted by reason of the necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

All vacation leave is to be taken only as credited. Vacation time may be taken in blocks of one-half day, one day or one hour increments. Although each Assistant Prosecutor is credited with his or her vacation time at the beginning of the calendar year, vacation time is earned on a prorated basis. The amount of time earned shall be prorated to calculate time owed to the County should the Assistant Prosecutor leave the employ of the Prosecutor for any reason.

Deductions will be made from the Assistant Prosecutor's final pay if more vacation has been taken than has been earned.

Should an Assistant Prosecutor leave the employ of the Prosecutor for any reason prior to taking his or her vacation, the Assistant Prosecutor shall be financially compensated at his salaried rate for any earned unused vacation time.

Part time Assistant Prosecutors shall be entitled to a pro rata proportion of vacation days based upon the full time schedule set forth above and based upon the number of days per week worked.

**B. Personal Leave**

All Assistant Prosecutors shall be entitled to three (3) personal days per year with pay for personal business, with no accumulation of such leave from year to year. Personal leave time shall be taken in an initial one-hour block of accumulated time with the approval of the Employee's unit supervisor. Any time taken in excess of the first hour shall be taken in additional ½ hour increments.

Said leave shall not be taken unless notice thereof has been given to the Assistant Prosecutor's supervisor. The Prosecutor reserves the right to deny a request for personal days as conditions warrant.

Personal leave days shall be prorated at one (1) day for each four (4) months of service during the first year of employment and the last year of employment.

Should an Assistant Prosecutor leave the employ of the Prosecutor for any reason, deductions will be made from the Assistant Prosecutor's final pay for used but unearned personal leave time.

Personal leave may be used full day, half day and one hour increments of accumulated time. With respect to one hour increments of personal leave, once the initial one hour increment is utilized, additional time in excess of one hour may be utilized in one-half hour increments.

**C. Sick Leave**

Sick leave is defined to mean the absence from duty of an Assistant Prosecutor because of illness, accident, medical appointment, exposure to contagious disease, attendance upon a member of the Assistant Prosecutor's immediate family that is ill requiring the care of or attendance of the Assistant Prosecutor, or absence caused by death in the immediate family of an Assistant Prosecutor. For good cause shown, this definition of family may be expanded upon request and approval of the Prosecutor.

Assistant Prosecutors shall receive fifteen (15) sick days for each year of service. Unused sick leave shall accumulate from year to year.

The Prosecutor, in his discretion, may require acceptable evidence of the need for sick leave at any time. If an Assistant Prosecutor is absent for five (5) consecutive working days or fifteen (15) working days within a calendar year, the Assistant Prosecutor shall provide acceptable evidence of the need for absence or leave, a physician's certificate stating the nature of the illness and the need for absence or leave as sufficient proof.

An Assistant Prosecutor, who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his or her immediate supervisor and the Prosecutor pursuant to office policy. Failure to do so may result in the loss of pay for the period of the absence.

Sick leave shall be prorated during the first and last year of employment at the rate of 1 ¼ days per month. Should an Assistant Prosecutor leave the employ of the Prosecutor for any

reason, deductions will be made from the Assistant Prosecutor's final pay if more sick time has been taken than has been earned.

Sick leave may be used full day, half day and one hour increments of accumulated time. With respect to one hour increments of sick time, once the initial one hour increment is utilized, additional time in excess of one hour may be utilized in one-half hour increments.

**D. Family Leave**

Family leave as set forth in 19 U.S.C., Section 2601, et seq., N.J.S.A. 34:11B-1, et seq., or any amendments thereto shall be available to all Employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

**E. Military Leave**

Military Leave will be awarded consistent with Federal and State law.

**F. Special Leave of Absence**

An Assistant Prosecutor who is temporarily either mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to service, or who for any reason considered good by the Prosecutor desires to secure leave from his/her regular duties may, with approval of the Prosecutor, be granted special leave of absence without pay for a period not exceeding six months. Any employee requesting special leave without pay shall submit his/her request in writing stating the reason why, in his/her opinion, the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty. For each separate case of special leave without pay other than as herein provided under the statutes, the Prosecutor shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave. At the sole discretion of the Prosecutor, such leave time, as stated above, may be extended. While such leave shall not be

construed as a break in employment with the Office, sick time, vacation time and personal days will not be earned during such leave.

**G. Occupational Injury Leave**

Any Employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers Compensation Law from the day of injury or illness.

When the Employee is injured on duty, he/she shall notify the Prosecutor immediately so that a departmental report may be prepared. When an Employee is injured on duty due to an injury directly caused by his/her unique responsibilities as an Assistant Prosecutor, he or she is to receive Workers Compensation due him or her plus the difference between the amount received in compensation and his or her net (not gross) salary during the period of temporary disability for a maximum period of three months.

**ARTICLE IX**

**MAINTENANCE OF LAW LICENSE**

**A. Fees for Maintenance of Law License**

Assistant Prosecutors shall be reimbursed by the County for fees and costs required to maintain a license to practice law in the State of New Jersey. Said reimbursement shall be limited to the annual attorney assessment to the Client Protection Fund of the New Jersey Bar.

**B. Continuing Legal Education**

Assistant Prosecutors shall be reimbursed by the County and the costs of the minimum mandatory Continuing Legal Education credits as mandated by the New Jersey Supreme Court. Assistant Prosecutors shall be permitted to fulfill the mandated continuing legal education credits during work hours. With respect to CLE credits, reimbursement shall be made by the County

within thirty (30) days following proof of payment by the Assistant Prosecutor of the requisite fees and costs.

Assistant Prosecutors will be reimbursed for all travel expenses for attendance at continuing Legal Education courses, pursuant to the I.R.S. mileage rate. Assistant Prosecutors shall make every effort to use county pool vehicles. Reimbursement pursuant to the I.R.S. mileage rate shall be available to Assistant Prosecutors if no county pool vehicles are available for use or if the CLE course is scheduled on a weekend or after work hours. Assistant Prosecutors shall also be reimbursed for tolls and parking expenses with a receipt.

Reimbursement shall be limited to a maximum of twelve (12) credits per year. The Prosecutor may allow reasonable time off without loss of pay, inclusive of travel, to attend continuing legal education courses. Employees shall use their best efforts to attend free or low cost seminars. Further, the County will not furnish reimbursement for non-job related courses and Assistant Prosecutors shall continue to follow the Prosecutor's existing policy regarding repayment for training if the Assistant Prosecutor should voluntarily leave employment within 12 months of taking a course.

## **ARTICLE X**

### **SENIORITY AND STIPENDS**

#### **A. Seniority:**

The Prosecutor and the Association agree that one of the factors considered by the Prosecutor to make decisions regarding promotions and duty assignments is office seniority. The Prosecutor and the Association further agree that office seniority shall not be affected by any period of maternity, disability or family leave. Nothing in this agreement shall prohibit the Prosecutor from making duty assignments during an Assistant Prosecutor's period of leave that bypass an Assistant Prosecutor who is on approved leave. Upon his or her return from leave so

long as consistent with the Family & Medical Leave Act (FMLA), such Assistant Prosecutor shall not have any right to displace any person promoted or assigned during the period of leave, but shall have the period of leave credited to his or her office seniority. Said seniority shall have only that degree of weight in the promotion or duty assignment process which the Prosecutor ascribes to it in his sole discretion. Further, nothing in this agreement shall prohibit the Prosecutor from making a "lateral" hire of an experienced attorney and assigning that individual, or any currently employed Assistant Prosecutor, to a duty assignment without regard to office seniority.

**B. Annual Stipend:**

Unit Supervisors in the SACA Unit, Gangs, Guns and Narcotics Task Force Unit, Appellate Unit, CAR/Special Investigations Unit, Trial Team Unit, Family Unit, Grand Jury/Screening Unit, and the Major Crimes Unit will receive an annual \$2,500 stipend, payable in December of each year. Any unit supervisor not included in the above list who is currently receiving the annual stipend at the time this agreement is executed shall continue to do so; however, any unit supervisor from the above list who, at the time this agreement is executed is not receiving the annual stipend, shall not receive the stipend.

**ARTICLE XI**

**PERSONNEL FILES**

Assistant Prosecutor shall have complete access to inspect their personnel files upon reasonable notice.

**ARTICLE XII**

**DUTY**

Any Assistant Prosecutor designated as the primary duty prosecutor for a period of one week (seven days) shall be compensated in accordance with policy that may be established by the Prosecutor.

### **ARTICLE XIII**

#### **MAINTENANCE OF OPERATIONS**

**A.** The Association hereby agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize or support a strike, work stoppage, slow down, walk out or other illegal job action against the Employer. The Association and its members agree that such action on an individual basis would constitute sufficient cause for the individual's dismissal.

**B.** The Association agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, walk out or other activity designed to impede the efficient functioning of the office.

**C.** Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

**D.** The Employer agrees that it will not engage in the lock-out of any of its Employees.

### **ARTICLE XIV**

#### **GRIEVANCE PROCEDURE**

**A.** The purpose of this procedure is to secure an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

**B.** Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the department.



C. Absent an informal resolution of the grievance, the following may be followed in its entirety:

(1) The Aggrieved Employee or the Association shall institute action under the provisions hereof within seven (7) work days after the event giving rise to the grievance has occurred by providing written notice to the Prosecutor. Failure to act within seven (7) working days shall be deemed to constitute an abandonment of the grievance.

(2) The written grievance at this step shall contain the relevant facts, the applicable section of the contract alleged to have been violated, and the remedy requested by the grievant.

(3) The Prosecutor or his designee will answer the grievance within ten (10) days of receipt of the written grievance. Such decisions made by the Prosecutor shall be final and binding on all issues not otherwise appealable.

(4) It is hereby agreed that nothing in this Agreement shall in any way limit or restrict the Association or its members from exercising any legal rights which it would have including the right to resort to PERC or the courts.

**D. DISCIPLINARY ACTIONS**

1. The purpose of this section is to ensure the efficiency and the integrity of this office, promote Employee morale, establish fair and equitable standards in the handling of disciplinary actions against Employees, and to establish the guilt or innocence of Employees charged with violations through prompt, thorough and impartial investigations.

2. This section shall cover hearings wherein the proposed penalty could involve suspension without pay, fine or comparable penalty. It shall also cover hearings wherein the proposed penalty could involve salary reduction or a reduction in title.

3. Any Employee that becomes involved in any portion of a hearing or investigative stage of any alleged violation shall retain all rights afforded by this Agreement and all rights under law.

4. Any Employee charged with a violation shall be entitled to represent himself or by an attorney. In any conference, investigation or hearing that might lead to disciplinary action, an Employee may, at his or her option, have an Association representative present. Any representative at such a hearing agrees to keep the contents of the conference, investigation or hearing confidential except in so far as their representation of the Employee is so concerned. All reports to be used in any disciplinary action are to be made available to the Prosecutor, and Employee.

5. The following shall be the application of penalties and hearings:

a. Where the proposed penalty is greater than three (3) days suspension without pay, a fine equivalent to or greater than that amount, or a comparable penalty, reduction of title, or any amount of monetary reduction in salary, then the formal hearing procedures shall apply.

b. Where the proposed penalty is equal to, less than, or comparable to a three (3) day suspension without pay then the formal hearing procedure shall not apply. The Employee and the Association shall be given a copy of the charges prior to any disciplinary action being taken and a copy of the final action as determined by the Prosecutor.

c. The Employee may submit a written request for a formal hearing.

6. Whenever an Employee may be guilty of violating a Departmental Rule or Regulation, the following shall be the procedure:

a. A Notice of Disciplinary Action shall be prepared by the proper authority and be personally served on the Employee and the Association. The notice shall contain, at minimum, the Employee's name and unit, the charges and the facts upon which the charge is based, the time, date, place of hearing, the penalties to which the Employee is exposed, the signature of the Prosecutor and whether or not the Employee is suspended with or without pay pending the determination of the hearing.

b. The hearing shall be held during normal business hours, no sooner than five (5) days nor later than thirty (30) days after the submission of a Notice of Disciplinary Action. The time parameters are subject to the granting of reasonable requests for postponements by either party.

c. Any discipline taken shall only be taken for just cause. Any discipline that requires a formal hearing shall be subject to advisory arbitration. A list of arbitrators for such advisory arbitration shall be selected from a panel supplied by the Public Employment Relations Commissions in accordance with that agency's regulations.

7. Notwithstanding the above, an Assistant Prosecutor may be suspended immediately and prior to a hearing where it is determined that the Assistant Prosecutor is unfit for duty or is a hazard to any person if permitted to remain on the job, or an immediate suspension is necessary to maintain the safety, health, order, or effective direction of public services. However, a Notice of Disciplinary Action with an opportunity for a hearing must be served in person or by regular mail within (5) days following the immediate suspension.

8. This contract and each clause therein may be enforced in an appropriate forum.

9. Nothing in this Article or contract shall be construed to connote a commitment to any term of employment or in any way erode the employment-at-will doctrine. All Assistant Prosecutors serve at the pleasure of the Prosecutor pursuant to N.J.S.A. 2A:158-15.

## ARTICLE XV

### MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the County government and its properties, facilities and activities of its Employees by utilizing personnel, methods and means as may from time to time be determined to be the most appropriate by the Employer.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, 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.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and the effective operation of the department after advance notice thereof to the Employees to require compliance by the Employees is recognized.
4. To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Employees.
5. The Employer reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient operations of the office.

6. Nothing herein shall be construed to erode the employment-at-will status of Assistant Prosecutors as embodied in N.J.S.A. 2A:158-15. All Assistant Prosecutors are deemed to be "at will" employees and are subject to removal without cause, pursuant to applicable laws of the State of New Jersey.

#### **ARTICLE XVI**

#### **EMPLOYEE'S RIGHTS**

The Employer hereby agrees that every Employee shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any Employee in the enjoyment of any rights conferred by the laws of the State of New Jersey or the Constitution of the State of New Jersey or the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his or her membership in the Association, collective negotiations with the Employer or his or her institution of any local grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the laws and Constitution of the State of New Jersey.

#### **ARTICLE XVII**

#### **INDEMNIFICATION**

The Employer will indemnify a Member for damages resulting from any tort claim or any civil violation of State and Federal Law arising out of the Member's employment if the acts

committed by the member upon which the damages are based did not constitute fraud, malice, willful misconduct or intentional wrongdoing so long as consistent with New Jersey Statutes.

### **ARTICLE XVIII**

#### **SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement, and to the extent that any clause or clauses shall be determined to be in violation of any law, then such clause shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which the offending language may appear.

### **ARTICLE XIX**

#### **EQUAL TREATMENT**

The parties agree that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

The Prosecutor, Association and the County shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

ARTICLE XX

DURATION

This Agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect to and including December 31, 2013 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter.

IN WITNESS THEREOF, the parties have hereunto affixed their signatures on this 26<sup>th</sup> day of June, 2013.

Velma Howard  
Witness

Robert D. Bernaschi  
Prosecutor

Velma Howard  
Witness

Raymond Melant  
First Assistant Prosecutor

Lynne Downs  
Witness

John Bow  
Trustee of Association

Lynne Downs  
Witness

Robert M. [Signature]  
Trustee of Association

Lynne Downs  
Witness

Michael V. [Signature]  
Trustee of Association

For the Funding Agent

Christina M. Kelly  
Witness

[Signature]  
Freelander-Director

Christina M. Kelly  
Witness

Paul [Signature]  
County Administrator

