

2017—2019

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 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 Prosecutor's 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 a claimed breach, misrepresentation or improper application of the terms of this Agreement.

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 ten (10) years and then had a two (2) year break in employment and then resumed service with an additional ten (10) years would be credited with twenty (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 1

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 2

ASSOCIATION DUES

1. 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. 52:1415.9(e), as amended. Dues shall be in a fixed amount as set by the By-Laws of the Association.

2. 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.
3. 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 (3) business days following a County pay day.
4. 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.
5. The Association will provide the necessary authorization form and will secure the signatures of its members and deliver the signed forms to the Employer.
6. 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.
- 7: 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 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. **The provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018)**

8. 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.

9. 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 provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018)**

10. 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 provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v.**

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018)

11. 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. **The provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018)**

12. 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 3

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 forty (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 4

SALARY

1. 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.

2. SALARY INCREASES

Year One (2017)

- a. Effective January 1, 2017, all Assistant Prosecutors shall receive a retroactive one and three-quarters percent (1.75%) increase to base salary.
- b. Effective July 1, 2017, all Assistant Prosecutors making less than ninety thousand dollars (\$90,000.00) annually shall receive a retroactive five thousand dollars (\$5,000.00) pensionable increase in base salary.
- c. Effective July 1, 2017, all Assistant Prosecutors making more than ninety thousand dollars (\$90,000.00) annually shall receive a retroactive three thousand dollars (\$3,000.00) pensionable increase in base salary.
- d. At the time the retroactive payments set forth under Paragraphs 2.a., 2.b. and 2.c. are made, a merit pool of money consisting of twenty thousand dollars (\$20,000.00) shall be allocated and distributed in the Prosecutor's sole discretion among the eleven Assistant Prosecutors making more than ninety thousand dollars (\$90,000.00) (See Exhibit A. which includes a list of those eligible to receive this merit pool of money). The Assistant Prosecutors who receive such distributions, and the amount of such distributions, shall be in the Prosecutor's sole discretion, based on merit and

performance during calendar year 2017. The payment of this money as distributed shall be in a lump sum check less withholdings and shall not be deemed to be a pensionable increase in salary.

- e. At the time the retroactive payments set forth under Paragraphs 2.a., 2.b., 2.c. and 2.d. are made, a merit pool of money consisting of fifteen thousand dollars (\$15,000.00) shall be allocated and distributed among the Assistant Prosecutors making less than ninety thousand dollars (\$90,000.00) (See Exhibit B. which includes a list of those eligible to receive this merit pool of money) in the Prosecutor's sole discretion based on merit and performance during calendar year 2017. The Assistant Prosecutors who receive such distributions, and the amount of such distributions, shall be in the Prosecutor's sole discretion. The payment of this money as distributed shall be in a lump sum check less withholdings and shall not be deemed to be a pensionable increase in salary.

Year Two (2018)

- a. Effective January 1, 2018, all Assistant Prosecutors shall receive a one percent (1.00%) increase in base salary. This increase is pensionable and shall be calculated based on the previous year's base salary as of December 31, 2017, to include the entire January 1 and July 1, 2017 increases in salary.
- b. A merit increase pool of money shall be created consisting of three-quarters of one percent (0.75%) of all Assistant Prosecutors' gross combined salaries as of December 31, 2107 and distributed to members of the Association. The Assistant Prosecutors who receive such increases, and the amount of

such increases, shall be in the Prosecutor's sole discretion. This money shall be distributed and applied to recipient Assistant Prosecutors' base pensionable salary effective January 1, 2018 in the Prosecutor's sole discretion based on merit and performance during calendar year 2017 and the first five (5) months of calendar year 2018. The retroactive portion of this money shall be allocated and distributed at the time the retroactive payments set forth under Paragraphs 2.a., 2.b., 2.c. and 2.d. are made and the outstanding portion of the increase shall be distributed evenly in the remaining pay periods..

- c. A merit pool of money consisting of forty thousand dollars (\$40,000.00) shall be distributed among the Assistant Prosecutors in the Prosecutor's sole discretion based on merit and performance during the first eleven (11) months of calendar year 2018. This money shall be allocated and distributed no later than December 15, 2018. The Assistant Prosecutors who receive such distributions, and the amount of such distributions, shall be in the Prosecutor's sole discretion. The payment of this money as distributed shall be in a single lump sum check less withholdings and shall not be deemed to be a pensionable increase in salary.

Year Three (2019)

- a. Effective January 1, 2019, all Assistant Prosecutors shall receive a one percent (1.00%) increase in base salary. The increase is pensionable and shall be calculated based on the previous year's base salary as of December 31, 2018.

- b. A merit pool of money shall be created consisting of three-quarters of one percent (0.75%) of all Assistant Prosecutor's gross combined salaries as of December 31, 2018. This money shall be allocated no later than December 15, 2018 and applied to Assistant Prosecutors' base pensionable salary in the Prosecutor's sole discretion based on merit and performance during the first eleven (11) months of calendar year 2018. The Assistant Prosecutors who receive such increases, and the amount of such increases, shall be in the Prosecutor's sole discretion. Any Assistant Prosecutor who receives an increase in salary from this pool of money shall have their base pensionable salary increased by the amount distributed to them, beginning in the first paycheck issued in January 2019.
 - c. A merit pool of money consisting of forty thousand dollars (\$40,000.00) shall be distributed among the Assistant Prosecutors in the Prosecutor's sole discretion based on merit and performance during calendar year 2019. This money shall be allocated and distributed no later than December 15, 2019. The Assistant Prosecutors who receive such distributions, and the amount of such distributions, shall be in the Prosecutor's sole discretion. The payment of this money as distributed shall be in a single lump sum check less withholdings and shall not be deemed to be a pensionable increase in salary.
3. Assistant Prosecutor's salaries shall not exceed ninety-five percent (95%) of the First Assistant County Prosecutor's salary.

ARTICLE 5

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 6

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 twenty dollars (\$20.00). Additionally; visits to the emergency room will have the following co-pay: fifty dollars (\$50.00). The annual deductible for using Out-of-Network providers shall be four hundred dollars (\$400.00) for single coverage and six hundred dollars (\$600.00) for family coverage with a twenty percent (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; twenty dollars (\$20.00) for primary care physician visits; thirty-five dollars (\$35.00) for specialists; one hundred dollars (\$100.00) for Emergency Room (ER) visits (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" ("HDBP"), shall be modeled after the Current Plan but shall have a one thousand five hundred dollars (\$1,500.00) single/ three thousand dollars (\$3,000.00) 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: twenty dollars (\$20.00) for primary care physician visits; thirty-five dollars (\$35.00) for specialist visits; one hundred dollars (\$100.00) for Emergency Room (ER) visits (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 (HAS) to partially offset the cost of the deductible: on after January 15, of years 2017, 2018, and 2019– two hundred fifty dollars (\$250.00) single/five hundred dollars (\$500.00) multi-party; May 15, of years 2017, 2018 and 2019 – two hundred fifty dollars (\$250.00) single/five hundred dollars (\$500.00) 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, of years 2017, 2018

and 2019; an additional two hundred fifty dollars (\$250.00) single/five hundred dollars (\$500.00) 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: twenty dollars (\$20.00) for primary care physician visits; thirty-five dollars (\$35.00) for specialist visits; and one hundred dollars (\$100.00) for Emergency Room (ER) visits (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 five hundred dollars (\$500.00) single/one thousand two hundred fifty dollars (\$1,250.00) multi-party 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 two thousand dollars (\$2,000.00) single/four thousand five hundred dollars (\$4,500.00) multi-party 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 nineteen (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 twenty-six (26). 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 twenty-six (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 precondition 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 ninety (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 ninety (90) day supply shall cost one-and-one-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. above, 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 thirty (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 (90) 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. **Consistent with and subject to the provisions of P.L. 2011, C.78,,**

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.

6. Assistant Prosecutors agree to make contributions as required by P.L.2010, Ch. 78 throughout the term of this Agreement.

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 (\$2000.00) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a two thousand dollar (\$2000.00) 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	\$ 5.00
Husband/Wife	\$10.00
Parent/Child	\$10.00
Family (Parent/Children or Family)	\$15.00

Payroll deductions shall be made twice per month for a total of twenty-four (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 (\$5000.00) life insurance policy, premiums for the first one thousand dollars (\$1,000.00) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000.00) of 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 7

VACATION & LEAVES

A. Vacation

Assistant Prosecutors shall be entitled to the following vacation with pay subject to scheduling approval by 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 first 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 ($\frac{1}{2}$) day, one (1) day or one (1) 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/her 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 (1) 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 one-half ($\frac{1}{2}$) 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 paused by death in the immediate family of an Assistant Prosecutor. For good cause shown this definition of family may be expanded upon request.

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 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 one and one-quarter (1 ^{1/4} *1 1/4 sac*) 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, one-half (1/2) day and one (1) hour increments of accumulated time. With respect to one (1) hour increments of sick time, once the initial one (1) hour increment is utilized, additional time in excess of one hour may be utilized in one-half (1/2) hour increments.

D. Donated Sick Leave Program--Effective Upon Approval of the NJ Civil Service Commission

1) Purpose:

Sick Leave is provided by the Prosecutor to be used when an employee is unable to work due to injury or illness to him/herself or to a family member (as defined under the FMLA

guidelines). However, a catastrophic illness or injury may extend beyond an employee's available sick time.

This program will enable other employees to assist by voluntarily donating accrued sick days to assist the employee suffering from catastrophic illness or injury, or directly caring for a family member suffering the same.

2) Definition of Catastrophic Illness or Injury

- a. For the purpose of this policy, catastrophic illness or injury is defined as a debilitating illness or injury that requires the employee to be on a prolonged leave of absence from work for 60 or more work days within a year and which requires:
 - In-patient care in a hospital, hospice, or residential care facility or
 - Continuing medical treatment or supervision by a health care provider who provides medical verification of the need for the employee's absence for 60 days or more.
- b. Medical proof of the existence and continuation of such catastrophic illness/injury shall be required.
- c. Examples of such catastrophic illness or injury may include but not be limited to cancer, brain or spinal injury/illness, heart attack, organ failure or debilitation, stroke, immune deficiencies, recovery from major surgeries requiring prolonged leave, organ donation and other conditions, and life-threatening combinations of major illness or injury.

3) Criteria for Acceptance into the Program

- a. A Prosecutor's employee shall be eligible to request to be a recipient under the Donated Sick Leave Program if the employee:
- Has completed at least one year of continuous service with the Prosecutor's Office;
 - Has exhausted all accrued sick, vacation, personal and all compensatory time off;
 - Has not, in the one-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave.
 - The employee or their family member must be suffering from a catastrophic illness or injury as defined above which necessitates the employee's prolonged absence from work.

The catastrophic illness or injury must be documented by medical evidence signed by a physician describing the nature of the illness or injury and the anticipated duration.

- b. An employee who is a recipient of the program will be allocated benefit days based on the physician's anticipated duration of the illness or injury. The Prosecutor retains the right to request, and the employee must provide, medical documentation of continued need for leave at 30 calendar day intervals beginning from the initial medical verification.
- c. A leave recipient shall receive no more than 180 days/regularly scheduled work shifts of donated sick leave during his/her employment with the Prosecutor.
- d. While utilizing donated sick leave, the recipient shall remain in pay status and shall be eligible for any benefits or entitlements accrued thereto. An employee shall continue to accrue all leave time entitlement and shall be entitled to retain such leave time upon his/her return to work.

4) Procedure for Donation

a.. Requests to be a recipient under the Donated Sick Leave Program shall be submitted to the Prosecutor. Upon approval by the Prosecutor, Prosecutor's Office employees will be notified in regard to the opportunity to donate sick days. To be qualified to donate sick leave time the employees must meet the following criteria:

- i) A sick leave donor shall donate only whole sick days and may not donate more than 30 such days to any one recipient.
- ii) A sick leave donor shall have remaining at least 30 days of accrued sick leave after the donation of sick leave.
- iii) A sick leave donor shall not be permitted revoke the sick leave donation.

b. Donating employees shall notify the Prosecutor in writing within the time designated as to their desire to donate sick leave days and the number of days to be donated. Donated sick leave days will be calculated and allocated in the order they were received. Any unused days will be returned to the donor employee(s) as set forth in subparagraph 4. below.

c. If employees donate more sick leave time than actually required and/or utilized by the recipient employee, the unused donated sick leave days will be returned to the donating employees as follows:

- i) Human Resources Department shall maintain a Donor List based upon the order in which the donation forms are received. Donated sick leave shall be allocated and utilized starting at the top of the list and working down the Donor List. When all of a donor's allocated donated sick leave days are expended, the Donor's name shall be struck from the Donor list.

ii) If the recipient employee returns to work prior to the anticipated date of return, the remaining unused donated sick leave days will be returned to the leave accounts of employees whose names remain on the Donor List. If the recipient uses sick leave that results in less than a full day's leave time available, then that leave time shall not be returned to the donor. The Prosecutor shall work with Human Resources to adjust the donor's accumulated sick leave time.

d. The Prosecutor's allocation and return of sick days shall not be grievable. The parties may meet periodically upon request during the term of this Agreement to review the Donated Sick Leave Program.

E. 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.

F. Military Leave

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

G.. 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

H. 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 8

MAINTENANCE OF LAW LICENSE

A. Fees for Maintenance of Law License

Assistant Prosecutors shall be reimbursed by the Prosecutor 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 Prosecutor 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 United States Internal Revenue Service (I.R.S.) mileage rate. Assistant Prosecutors shall make every effort to use county pool vehicles. Reimbursement pursuant to the IRS 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 twelve (12) months of taking a course.

ARTICLE 9

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 two thousand five hundred dollars (\$2,500.00) 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 10

PERSONNEL FILES

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

ARTICLE 11

DUTY

Any Assistant Prosecutor, designated as the primary duty prosecutor for a period of one (1) week (seven (7) days) shall be compensated in accordance with policy that may be established by the Prosecutor.

ARTICLE 12

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 13.

GRIEVANCE PROCEDURE

- A. Grievance Definition: A Grievance is a claimed breach, misrepresentation or improper application of the terms of this Agreement.
- B. 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.
- C. Absent an informal resolution of the grievance, the following procedure may be followed in its entirety:
 - 1. The aggrieved Employee or the Association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred by providing written notice to the Prosecutor. Failure to act within ten (10) 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. A lack of response by the Prosecutor within the prescribed time period shall be construed by the parties to this Agreement as being a negative response.

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. Nothing herein shall be construed to alter or erode the employment-at-will status of Assistant Prosecutors as provided fo 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 the laws of the State of New Jersey.
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.

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 five (5) days following the immediate suspension.

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

ARTICLE 14

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 from time to time be determined to be appropriate by the Employer:
2. To make rules of procedure and conduct, to use 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 15

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 Constitutions 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 16

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 17

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 of the remainder of any clause; sentence or paragraph in which the offending language may appear.

ARTICLE 18

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 New Jersey 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 19

DURATION

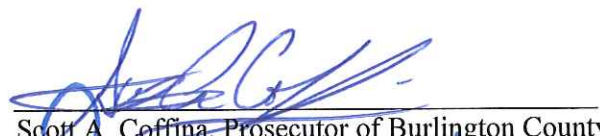
This Agreement shall be in full force and effect as of January 1, 2017, and shall remain in effect to and including December 31, 2019, and shall terminate on January 1, 2020, without any reopening date. Unless specifically limited by its language to a specific year, any provision of this Agreement shall continue in full force and effect from year to year thereafter.

IN WITNESS THEREOF, the parties have hereunto affixed their signatures on this _____ day of _____, 2019.

BURLINGTON COUNTY PROSECUTOR



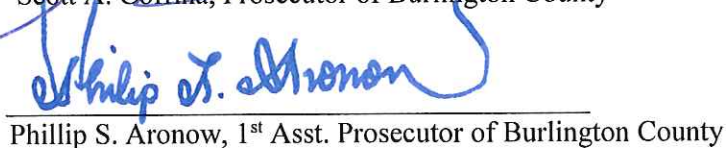
Witness:



Scott A. Coffina, Prosecutor of Burlington County



Witness:



Phillip S. Aronow, 1st Asst. Prosecutor of Burlington County

BURLINGTON COUNTY ASSISTANT PROSECUTORS ASSOCIATION

Witness:

_____, Trustee of Association


Witness:

_____, Trustee of Association

BURLINGTON COUNTY BOARD OF CHOSEN
FREEHOLDERS, FUNDING AGENT



Witness:



Tom Pullion, Freeholder-Director



Witness:



Eve A. Cullinan, County Administrator