

AGREEMENT

by and between

**THE SUSSEX COUNTY PROSECUTOR'S OFFICE
AND THE SUSSEX COUNTY
BOARD OF COUNTY COMMISSIONERS**

AND

**PBA LOCAL No. 138
PROSECUTOR'S ASSOCIATION**

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

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PREAMBLE

THIS AGREEMENT is made this 6th day of April, 2022, by and between the Sussex County Prosecutor's Office and the Board of County Commissioners of the County of Sussex, hereinafter referred to as "**Prosecutor**" or "**Employer**," and PBA Local No. 138, hereinafter referred to as "**Association**."

WHEREAS, the Prosecutor and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1: RECOGNITION

The Sussex County Prosecutor's Office recognizes PBA Local No. 138 as the sole and exclusive representative of the Prosecutor's investigators/detectives below the rank of Lieutenant as covered by this Agreement.

ARTICLE 2: EMPLOYEES' RIGHTS

Pursuant to Chapter 303, Public Law 1968, the Prosecutor hereby agrees that every employee shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As an official exercising governmental power under the Laws of the State of New Jersey, the Prosecutor undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, or other Laws of the State of New Jersey, or of the Constitution of New Jersey and of the United States.

The Prosecutor and Association further agree that they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Prosecutor or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

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Departmental Investigations

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Prosecutor or his/her designee.
3. The employee will be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he/she should be so informed at the initial contact.
4. The questioning will be reasonable in length.
5. The Prosecutor or his designee conducting the investigation shall afford reasonable opportunity for the employee, if he/she so requests, to consult with counsel and/or his /her PBA representative before and during any questioning concerning a violation of any criminal law or departmental rules and regulations. The employee shall be allowed to have a representative or counsel present during questioning if he/she so desires.
6. In cases other than departmental investigations, if an employee is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to law.
7. A targeted employee shall be notified of the findings and investigation results in writing within 25 calendar days of the conclusion of the Internal Affairs investigation.
8. Anytime a Detective is involved in a critical incident, which is defined as a shooting, near death experience, policing of fatal traffic crashes, or other situations involving significant human suffering, he/she has a right to immediate medical treatment, psychological treatment, and consultation with counsel, and a reasonable amount of time to give his report or account of the incident. Nothing in this clause is intended to hamper an investigation or incident and a timely report by the Detective involved.

9. If an employee is interrogated via a written questionnaire, he/she shall be allowed to consult with a PBA representative or counsel prior to submitting his/her response. If he/she elects to consult with counsel or a PBA representative, the employee shall be given 2 full workdays to submit the questionnaire from receipt of the questions. The rights set forth in paragraphs 3, 5, 6, 7, and 8 shall also apply.

ARTICLE 3: MANAGEMENT'S RIGHTS

Section 1

The Prosecutor 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 this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Office of the Prosecutor and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, including N.J.S.A. 2A:157-10, et seq., to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- C. To suspend, demote, discharge, or take other disciplinary action pursuant to N.J.S.A. 2A:157-10.1, and according to law;
- D. To promulgate rules and regulations, from time to time, that may effect the orderly and efficient administration of the Office of the Prosecutor. Proposed new rules or modifications of existing rules governing mandatory negotiable subjects shall be negotiated with the majority representative before they are established.

Section 2

Nothing contained herein shall be construed to deny or restrict the Prosecutor of his power, rights, authority, duties, and responsibilities under R.S. 40 and R.S. 11A, or any other national, state, county, or local laws or ordinances.

ARTICLE 4: ASSOCIATION REPRESENTATIVES

The Prosecutor recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement,

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provided that representatives and alternates do not exceed three (3) in number and that they are employees covered by this Agreement, or their (the Association's) attorneys.

The Association shall furnish the Prosecutor, in writing, the names of the representatives and of the alternates, and notify the Prosecutor of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, but shall not exceed, the following duties and activities:

- A. To investigate and participate in settling grievances.
- B. To transmit such messages and information which originates with, and is authorized by, the Association or its officers.
- C. The designated Association representatives shall be granted reasonable time off with pay during working hours to participate in grievance meetings as requested, and to attend all meetings and conferences on collective negotiations with Prosecutor officials. There shall be no overtime or compensatory time credited under this Section.
- D. Convention Leave: An Association representative required to attend a state or national convention or meeting for the State PBA shall provide the Prosecutor with a written and signed notice from the State PBA specifying the exact time and date of said convention or meeting. This notice should be provided at least two (2) weeks before the scheduled state or national convention or meeting, sooner, if possible. The representative shall lose no pay while attending the state or national convention or meeting. The Prosecutor reserves the right to rescind authorization to attend where circumstances warrant and/or exigent conditions dictate.

ARTICLE 5: HOURS OF WORK

Section 1

The regular weekly work schedule is 40 hours per week, which is broken down as five (5) contiguous eight (8) hour days of work, 8:00 a.m. to 4:30 p.m., Monday through Friday, with one half (1/2) hour for lunch. However, the Prosecutor is authorized to modify an employee's weekly work schedule as needed, upon seventy-two (72) hours' notice to the employee whenever possible, unless circumstances and/or exigent conditions dictate. The daily work schedule may be set as needed by the Prosecutor upon seventy-two (72) hours' notice to the employee. Employees shall notify a supervisor of the rank of Detective Sergeant or higher immediately upon knowledge of work obligations outside regular work hours and shall receive permission from such supervisor to engage in work outside

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of normal work hours prior to commencing such work. Failure to provide such notice and receiving such authorization to conduct such work may subject the employee to discipline.

If there is a business necessity based upon the Pretrial Services Program (PSP), the Prosecutor shall have the option of placing, on a rotating basis, as set forth below, employees on a Tuesday through Saturday and/or Sunday through Thursday schedule for an 8:00 a.m. to 4:30 p.m. shift ("Weekend Shift"), with a one half (½) hour lunch break. An employee working a Tuesday through Saturday shift will have the prior Saturday, Sunday and Monday as days off and the following Sunday as a day off. An employee on a Sunday through Thursday schedule shall have the prior Saturday as a day off and the following Friday, Saturday and Sunday as days off. Employees who work a Weekend Shift will return to a Monday through Friday schedule after their respective days off. An employee working a Weekend Shift shall not simultaneously be the On-Call Detective.

Assignment to the Weekend Shift shall be based on one week intervals on a rotating basis from the detective staff. Employees who are assigned to the Sussex County Narcotics Task Force and Sergeants shall not be included in the rotation. Detectives on the rotation list shall be allowed to switch their Weekend Shift schedule so long as there is proper coverage and the switch is approved by the Lieutenant, Captain or Chief.

On Saturdays and Sundays employees assigned to the Weekend Shift shall be responsible for the Pretrial Services Program (PSP); however, the employee shall be required to perform normal detective duties on Saturdays and Sundays as required by the Prosecutor's Office.

If an employee, while working a Weekend Shift has his/her day off fall on a contractual holiday, the employee shall receive a floating holiday which must be used within twelve (12) months of earning the day, on a day selected by the employee and agreed to by the Prosecutor's Office. If the employee is denied the use of the floating holiday because of work obligations and is unable to use the floating holiday during the twelve (12) months after it was earned, then he/she shall be paid for the day at the holiday rate after expiration of the twelve (12) months when it was earned.

The Weekend Shift schedule shall be published with the regular duty Detective schedule no less than 60 days in advance.

The Weekend Shift schedule is not intended to eliminate the duties of the on-call Duty Detective who shall be the primary Detective for calls that occur on the weekends and have been traditionally assigned to the on-call Duty Detective.

If the PSP is discontinued, the weekend Shift(s) shall be eliminated.

Section 2

Employees scheduled by the Prosecutor to work in excess of their regular workday or workweek shall be compensated for all such hours worked at the rate of one and one-half times their regular hourly rate of pay, in time or cash, at the employee's option. The employee must opt for compensatory time or cash payment at the time of the submission of the overtime document. Compensatory time may accumulate up to a maximum of 160 hours. Compensatory time may be used in increments of one (1) hour or more.

Section 3

Employees recalled to duty on a day off or at a time not contiguous to one-half hour prior to or after the employee's regular workday shall receive pay for such duty at the overtime rate for a minimum of four (4) hours.

Section 4

Employees ordered to be on standby at a time other than during the employee's regular workday shall be compensated at the rate of \$40.00 per day, increasing to \$60.00 per day on January 1, 2022. In the event an employee is ordered to be on standby on an observed and/or actual holiday, the employee shall be compensated at the rate of \$60.00 per day, increasing to \$80.00 per day on January 1, 2022. Employees ordered to be on standby must maintain a physical presence at a designated location, be available for immediate response, remain accessible via telephone and answer work related calls. The Prosecutor shall give employees a minimum of seventy-two (72) hours' notice prior to ordering an employee to be on standby, wherever possible, unless circumstances and/or exigent conditions dictate. Employees shall not receive overtime for the first half-hour (1/2) of telephone calls unless he/she actually is called-in and then overtime shall be portal-to-portal.

ARTICLE 6: SALARIES

Salaries for employees covered by this Agreement shall be set forth in Appendix A, annexed. Employees shall advance to the next step on January 1 of each succeeding calendar year.

Section 1

Employees shall be paid on a semi-monthly basis. There shall be two (2) payroll periods in each month. The first semi-monthly pay period is defined as the First (1st) of the month through the Fifteenth (15th) of the month. The second semi-monthly pay period will be the Sixteenth (16th) of the month through the last day of the month. Pay date shall be the 3rd of the month for the first semi-monthly pay period and the 18th of the month for the second semi-monthly pay period. All

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Employees will be paid via direct deposit and are required to complete and submit the proper direct deposit enrollment forms to the County.

Section 2

In every year, annual salaries are divided by 2088 hours to determine the hourly rate. Likewise, the annual salary is divided by 261 to determine the daily rate of pay.

Section 3

In those cases when a payday—the 3rd or the 18th of the month—occurs on a Saturday, Sunday or holiday, the paycheck shall be issued to the employee on the last workday preceding the aforementioned Saturday, Sunday, or holiday. In the event said last workday occurs in a prior reporting quarter, the paycheck shall be issued on the next workday following the aforementioned weekend of holiday.

Section 4

Under the former biweekly payroll method, the Union recognized that employees hired after May 1991 were subject to a payroll delay of ten (10) workdays, which shall continue. These employees have previously had and will in the future have ten (10) workdays' pay held back from them. Under the semi-monthly method, as under the former biweekly payroll method, should an employee's last workday be a payday, the employee would be eligible for a credit of ten (10) workdays' pay. Should an employee's last workday not be a payday, then the last pay would be prorated accordingly.

Under the former biweekly payroll method, any employee hired on or before May 1991 received his/her payroll eight (8) workdays in advance of the completion of the period for which the employee was paid. With the semi-monthly payroll method, these employees continue to be paid eight (8) workdays in advance of the completion of the work period, e.g., the July 3rd paycheck covers the period July 1 through 15.

ARTICLE 7: OFF-DUTY ACTION

All employees covered by this Agreement who take any police action during his/her off-duty hours, that would have been taken by said employee on active duty, will be entitled to all rights and benefits provided by law. Compensation of time for said action will commence when the police action begins until the employee is released. Additionally, said employee must make every effort at the earliest possible time to receive approval for his/her action by their immediate supervisor.

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ARTICLE 8: DEFENSE FOR MEMBERS

Section 1

The County will provide insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties to the extent required by law.

Section 2

Whenever an employee is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties, the Prosecutor's Office shall ensure the detective/investigator with the necessary means for the defense of such action or proceeding, as provided by law, but not for his/her defense in a disciplinary proceeding instituted against him/her by the Prosecutor or in a criminal proceeding. If any such disciplinary or criminal proceeding shall be dismissed or finally determined in favor of the employee, pursuant to N.J.S.A 2A:157-10.8, he/she shall be reimbursed for the reasonable expense of his/her defense, but not at a rate higher than that paid to County Counsel. The employee shall be allowed to select an attorney of his/her choice provided that for reimbursement purposes the attorney accepts the hourly rate that the County pays to its outside attorneys pursuant to its contract of insurance under the same circumstances. The employee shall also notify the Prosecutor or his designee within ten (10) days of being served with any summons, complaint, process notice, demand or pleading in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties, confer with the Prosecutor or his designee regarding his/her choice of counsel, and if required, receive insurance carrier approval.

Section 3

Should an employee covered by this Agreement be subpoenaed to appear in court in any action or legal proceeding arising out of or incidental to the performance of his/her duties, he/she shall be released from his/her duties as required by the subpoena and the courts, without loss of pay, if on a scheduled workday. If the employee is subpoenaed to appear outside of his/her regularly scheduled tour of duty, not including approved leave time such as a vacation or personal day off, he/she shall be paid time and one-half for the hours spent. If such occurs on approved leave time (e.g., personal day), payment for hours spent shall be at the straight time rate of pay. A written certification signed by the Department Head and the Judge involved is to be presented within five (5) days to the Administrator, Administration and Finance, before payroll action will be instituted.

ARTICLE 9: PERSONNEL FILES

A separate personnel history file shall be established and maintained for each employee covered by this Agreement which shall be confidential and which shall be maintained at the County Office of Employee Services. All personnel history files will be carefully maintained and permanently safeguarded, and nothing placed in any file shall be removed from the file without notification to the employee and except as provided herein or by operation of the law. Personnel history specifically related to investigative work, internal affairs investigations, background investigations, and any matter strictly within the purview of the County Prosecutor shall be maintained in a confidential file at the Prosecutor's Office.

Any member of the Prosecutor's Office may, by appointment, review his/her personnel file, but the appointment for review must be made through the Prosecutor or the Prosecutor's designated representative in the case of files maintained at the Prosecutor's Office or through the Director of the Sussex County Division of Administration for files maintained at the County Office of Employee Services. The Prosecutor shall advise the Association of the designated representative at the commencement of this Agreement.

Whenever a written complaint concerning an employee covered by this Agreement or his/her actions is to be placed in the employee's personnel file, a copy shall be provided to the employee, who shall be given the opportunity for rebuttal if he/she so desires, and the employee shall be permitted to place said rebuttal in the personnel file. In the event the employee is exonerated by a finding that the complaint is determined to be unfounded, the complaint shall be expunged from the personnel file.

The Prosecutor agrees to provide to employees a formal policy, in writing, of what constitutes a negative performance notice prior to the issuance of such a notice or the placement of such a notice in a personnel file.

Non-disciplinary, negative performance notices will be expunged from an employee's personnel file after five (5) years from their issuance, provided there are no violations of a similar nature within the five-year period.

ARTICLE 10: FUNERAL (BEREAVEMENT) LEAVE

All employees shall receive the following: (A) For the death of a spouse, parent, child or step child, 5 working days without loss of pay per incident. (B) For the death of a son-in-law, daughter-in-law, step-parent, father or mother-in-law, sibling or step-sibling, grandparents, grandparents-in-law, sister and brother-in-law and grandchildren, 3 working days without loss of pay per incident. (C) For the death of aunts and uncles, 1 work day without loss of pay per incident.

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ARTICLE 11: TRAVEL AND MEAL EXPENSES

Employees required to travel as a result of departmental business shall receive compensation at the I.R.S. rate per mile if the employee must use his/her personal vehicle. This must be approved in advance by the Prosecutor or First Assistant Prosecutor.

Lodging shall be provided at Prosecutor's expense (not to exceed the reasonable prevailing rate) if the assignment, including travel time, shall exceed twelve (12) hours in a twenty-four (24) hour period.

When an employee is required to work more than an 8 hour day and travel more than 100 miles in distance (one way), or an employee is required to travel overnight, the employee shall be reimbursed for meal(s) not to exceed \$65 per day, including taxes and gratuity. Breakfast shall not exceed \$20 and gratuity for any meal shall not exceed 15% of the bill. An employee shall be required to verify his/her meal expenses by producing an itemized receipt and a credit card or cash receipt.

The parties agree to follow the County's Travel Policy which allows for payments for travel and meals to be done in advance. If an employee is advanced money, he/she must return any funds that are not spent and/or if the employee does not have itemized receipts indicating that the cash was used for legitimate business expenses.

ARTICLE 12: AUTOMOBILE INSURANCE

Section 1

The County agrees to maintain in full force and effect liability insurance or self-insurance as provided by law on all vehicles owned or designated for use by the Prosecutor. This insurance shall provide coverage for anyone driving a vehicle owned by the County of Sussex with permission of the Prosecutor.

Section 2

Employees who do not hold a valid and current driver's license shall not drive.

ARTICLE 13: MILITARY LEAVES OF ABSENCE

Employees shall be entitled to a military leave of absence in accordance with Federal or State Law.

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ARTICLE 14: EVALUATION PROCEDURE

Each employee may be evaluated at the discretion of the Prosecutor. A copy of said evaluation shall be provided to each employee as soon as possible but no later than ten (10) days of completion, and thereafter, placed in his/her personnel file.

Each employee shall have the right to respond and/or comment, in writing, with respect to his/her evaluation within fifteen (15) days of receipt of the evaluation by the employee. Such response shall also be placed in the employee's personnel file.

Nothing contained herein shall prevent the dismissal, demotion, or reassignment of any employee regardless of the contents of his/her evaluations pursuant to N.J.S.A. 2A:157-10.1 et. seq.

ARTICLE 15: OUTSIDE EMPLOYMENT

All employees holding outside employment may do so only with prior written approval of the Prosecutor.

ARTICLE 16: REASSIGNMENT OF WORK

Individual work assignments shall be made exclusively through the Section chain of command of the employee.

Reassignment of work shall be at the sole discretion of the Prosecutor or the Prosecutor's designee.

ARTICLE 17: TRAINING

Where possible, all avenues of training will be pursued and made available to all employees.

ARTICLE 18: BULLETIN BOARD

The Prosecutor will supply one (1) additional bulletin board for use by the Association, to be placed in a conspicuous location. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without permission of the officially designated Association representative.

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ARTICLE 19: GRIEVANCE PROCEDURE

Definition: The term grievance as used herein means any controversy arising from the interpretation, application, or violation of policies, reduction in rank or seniority, agreements, administrative decisions which affect the terms and conditions of employment, including minor discipline beyond a written reprimand. It is understood by both parties that no employee shall be dismissed as a result of political affiliation.

Purpose: The purpose of this procedure is to secure at the lowest possible level an equitable solution to a problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

General Rules:

- a. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute an abandonment of the grievance, unless both parties agree to extend the time period(s).
- b. Time limits may be extended by written mutual consent of the parties.
- c. Failure of the Prosecutor to respond to a grievance within the time limit shall be deemed a denial of the grievance. The Prosecutor shall make every reasonable effort to respond to a grievance.
- d. Failure of the union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the Prosecutor shall be deemed the final and binding resolution of the grievance.

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

STEP ONE: Any employee or the Association having a grievance shall discuss the matter informally with any appropriate member of the departmental supervisory staff and have the grievance adjusted.

STEP TWO: An aggrieved employee or the Association representative shall institute action under the provisions hereof by submitting his/her grievance in writing within ten (10) calendar days after its occurrence, or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence, to the Association representative and with a copy to the Prosecutor and/or his designee. To be timely and effective, the written grievance must state in reasonable detail the underlying facts, the alleged violation, and the remedies

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sought. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee, the Association representative, and the Chief of Detectives for the purpose of resolving the matter informally. Failure to file his/her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee and Association representative from any right to proceed further with the grievance. The Chief of Detectives shall render a written decision within ten (10) calendar days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP THREE: In the event a satisfactory settlement has not been reached with the Chief of Detectives, the employee or the Association representative may appeal his/her grievance to the Prosecutor within ten (10) calendar days following receipt by the employee of the Chief of Detective's written decision or after ten (10) calendar days from the date the Chief of Detectives' response should have been due, should the Chief of Detectives fail to render such written decision within the time provided. Such appeal shall be in writing, signed by the aggrieved employee or an Association representative, and shall contain an explanation of the reasons for his/her dissatisfactions with the decision of the Chief of Detectives. The Prosecutor shall render a written decision within ten (10) calendar days from this receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP FOUR: Grievances not resolved at Step 3 may be referred by the Association to arbitration within 30-days of receipt of the Step 3 decision or within 30-days of when the decision was due. The selection of an Arbitrator shall be from the following rotating panel beginning with the first name and proceeding sequentially for subsequent arbitrations.

1. Joseph Licata
2. Arnold Zudick
3. Thomas Hartigan
4. Susan Wood Osborn

The Arbitrator appointed will hear the matter and render his/her award in writing. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties; except that a cancelling party shall be solely responsible for any late cancellation fees. The decision of the Arbitrator shall be in writing and binding as to each party.

Dismissal is not grievable.

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ARTICLE 20: PBA DUES AND AGENCY SHOP

Section 1

The Employer agrees to deduct in equal installments from the salary of each employee who becomes a member of the Association under this Agreement, Association dues when authorized in writing to do so by each Association member. The Employer shall remit the dues check to the Association when deducted. Individual authorization forms shall be filed by the Association with the appropriate business office of the Employer. The amount of monthly Association membership dues will be certified by the Association in writing to the Employer.

Section 2

Any non-member employee in the negotiations unit shall not have any representative fees deducted from their paycheck unless they expressly authorize such deductions. For authorized representation fees, the representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the employee by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and provided that the requirements of N.J.S.A. 34:13A-5.5 et seq. are satisfied (including the establishment of a Demand and Return System).

Section 3

The Association agrees that it will indemnify and save harmless the Prosecutor against any and all actions, claims, demands, losses, or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County of Sussex at the request of the Association under this Article.

Section 4

An employee shall have the right to demand a return of his/her representation fee pursuant to N.J.S.A. 34:13A5.6.

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ARTICLE 21: VACATIONS

Section 1

All employees shall be granted vacation leave based upon the following from date of last hire:

- First Year – 1 Day per Month to End of Calendar Year
- Upon Completion of 1 through 5 Years - 12 days per year
- Upon Completion of 6 through 10 Years - 15 days per year
- Upon Completion of 11 through 15 Years - 17 days per year
- Upon Completion of 16 through 20 Years - 21 days per year
- Upon Completion of 21 or more Years - 25 days per year

A vacation day is equal to the number of hours in an employee's regular shift.

Anniversary Date: Should an employee whose anniversary date falls between January 1 and June 30 be eligible to receive increased vacation in accordance with the aforementioned schedule, he/she shall receive one-half the increased allotment for said year, and receive the full allotment January 1 of the following year. Should an employee's anniversary date fall between July 1 and December 31, he/she shall receive the increased allotment January 1 of the forthcoming year.

Section 2

Employees on the payroll as of January 1 of any calendar year shall, on that January 1, be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the employee works less than twelve (12) months in the calendar year, he/she is entitled to a *pro rata* share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

Section 3

Employees shall submit requests for vacation times of five (5) consecutive workdays or more to the Prosecutor or Prosecutor's designee in writing no later than four (4) weeks before his/her requested vacation, with first and second choices. The Prosecutor shall answer the request in writing within five (5) workdays. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive workdays should be requested in writing four (4) workdays, where possible, before the requested vacation leave. The Prosecutor should answer the request in writing no later than two (2) workdays before the requested vacation leave. The Prosecutor shall attempt to schedule work insofar as possible to preclude changes in the vacation scheduling. Vacation days may be taken in increments of one (1) hour or more.

Section 4

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Prosecutor, unless the Prosecutor determines that it cannot be taken because of pressure of work, in which case a maximum of one-year's allotment may be carried forward into the next year. After the one-year carry-over period, any remaining carried-over vacation shall be paid in full to an employee if the employee requested but was not able to use that vacation because of department obligations. To be eligible for payment under this Section, an employee must make his/her request to use vacation time by September 1 of the year. If the employee does not do so, he/she shall forfeit any remaining days as of the last day of the year. An employee may still use any vacation time remaining from September 1 through December 31 with the approval of the Prosecutor based upon the needs of the office.

Section 5

Any employee whose service with the Prosecutor terminates shall have unused vacation time paid to him/her, or the employee's legal representative in the event of his/her death.

ARTICLE 22: HOLIDAYS

Section 1

The fifteen (15) legal holidays presently observed shall continue to be observed under this Agreement:

- | | |
|-----------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth (third Friday in June) | Christmas Day |
| Independence Day | |

When a holiday, as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. When Christmas Eve falls on a Sunday it shall be observed on the preceding Friday. When Christmas falls on a Saturday it shall be observed on the following Monday.

Section 2

A day's holiday pay shall be equal to the employee's pay for his/her regularly-scheduled workday.

Section 3

An employee required by the Prosecutor to work on an observed and/or actual holiday shall be paid double his/her regular rate of pay for hours worked on that day with a minimum guarantee of four (4) hours at double time.

Section 4

Any other holidays declared by the legally-constituted authorities of the County, Governor of the State of New Jersey or President of the United States will also be observed as a day off with pay or, if worked, paid as per Section 3, above.

ARTICLE 23: MEDICAL BENEFITS

Section 1

To be eligible for enrollment in the health and medical plans listed below, an employee must work at least 35 hours per week for two consecutive months prior to enrollment. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.

All members shall be required to contribute a portion of the health insurance premium paid by the County for medical health insurance pursuant to Tier 4 of the applicable provision of c.78 P.L. 2011 N.J.S.A. 40A:10-2.1 or as otherwise required by law.

For eligible employees, the employer will provide health and medical benefits through Horizon Blue Cross Blue Shield of New Jersey, Horizon MyWay HRA – Direct Access Plan. The County will fund an Employee Health Reimbursement Arrangement for the Horizon MyWay HRA at 100% of the deductible as set by the carrier. In the event the County changes health insurance providers, then the County shall implement a plan which is equal to or better than the Horizon Blue Cross Blue Shield of New Jersey, Horizon MyWay HRA.

Should the employee desire to continue Horizon Blue Cross Blue Shield of New Jersey, Direct Access 10 plan benefits, or any other plan the County offers, the County will fund up to the cost of the Horizon MyWay HRA – Direct Access Plan

and the employee will be required to pay the difference in cost and the portion of health insurance premium pursuant to the applicable provisions of Ch. 78 or as otherwise required by law.

The County further agrees to provide sixty (60) days' written notice to the PBA of any change in the program providers/carriers. Enrollment shall begin after two months of employment or eligibility.

For eligible employees, the Employer agrees to continue to provide prescription drug benefits currently available through Benecard or a program equal to or better than Benecard.

The copayment for the prescription plan is as follows:

- i. Retail pharmacy copayments for up to a 30 day supply are \$5 for generic drugs, \$20 for preferred brand name drugs and \$40 for non-preferred brand name drugs.
- ii. Mail order supplies for up to a 90 day supply are \$10 for generic drugs, \$30 for preferred brand name drugs and \$60 for non-preferred brand name drugs.
- iii. Employees shall be required to use mail order prescription services for all maintenance prescription drugs prescribed for a period of one hundred eighty days (180) or greater.

The program includes coverage for the employee and eligible immediate family members. All members shall be required to contribute a portion of the health insurance premium paid by the County for medical health insurance pursuant to Tier 4 of the applicable provision of c.78 P.L. 2011 N.J.S.A. 40A:10-2.1 or as otherwise required by law. Enrollment shall begin after two months of employment or eligibility.

For eligible employees, the employer agrees to continue to provide dental benefits currently available under the Delta Premier plan offered by Delta Dental Services or a program equal to or better than. The program includes coverage for the employee and eligible immediate family members. All members shall be required to contribute a portion of the health insurance premium paid by the County for medical health insurance pursuant to Tier 4 of the applicable provision of c.78 P.L. 2011 N.J.S.A. 40A:10-2.1 or as otherwise required by law. Enrollment shall begin the first of the month after two months of employment or the first of the month after two months of eligibility.

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Section 2

The plans include coverage for the employee and eligible immediate family members and are fully paid by the employer, except as required by law, currently Chapter 78, P.L. 2011. Employees shall contribute towards their health insurance premiums as required by Chapter 78, P.L. 2011.

Section 3

Coverage shall begin the first of the month after two (2) months of employment, provided that the proper application is completed and filed timely with the Office of Employee Services.

Section 4

The employer will pay the premium charges for certain eligible retirees and their eligible dependents, including surviving spouses, for Medical Insurance described in section 1 (including Rx), provided such persons retire from the employer after twenty-five (25) years or more of pension credits in the Police and Firemen's Retirement System (PFRS) or other State or Local Pension System or receive a disability retirement and provided such retirees apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements; except that for service retirements, employees hired on or after January 1, 2008 must also have the last 20 years of service immediately prior to retirement with the County of Sussex. For employees hired on or after January 1, 2008, employer premium charges for eligible retirees, their eligible dependants and their eligible surviving spouse shall cease for the retiree upon having attained eligibility for the Federal Medicare Program and for the surviving spouse having attained eligibility for the Federal Medicare Program. The County shall reimburse eligible retirees and their eligible dependents/surviving spouse for the premium of Medicare Part B.

Section 5

All rights, benefits eligibility requirements, etc., shall be governed by the applicable policy of insurance.

Section 6

The County agrees to reimburse an employee or dependant up to \$60.00 for regular prescription corrective lenses or up to \$70.00 for bifocal or more complex prescription corrective lenses as applicable. Employees or dependants are eligible for a total of no more than one reimbursement each year. Receipts indicating amounts paid by health insurance, if any shall be submitted to the County to be eligible for reimbursement but the amount paid by the health insurance and the

reimbursement shall not exceed 100% of the costs. Eligibility for this program shall begin after two months of employment for new employees and shall cease when the employee is no longer actively employed which includes, but is not limited to, leaves of absence, suspensions without pay, retirement/resignation, etc.

ARTICLE 24: SICK LEAVE

Section 1

All full time employees shall be granted sick leave as follows:

- 1.25 days per month in the 1st year of service.
- 15 days per calendar year in the 2nd year of service and thereafter.

Section 2

All unused sick leave may accumulate from year to year. Employees shall be allowed to use sick leave in increments of one (1) hour or more.

Section 3

An employee upon retiring shall be paid for all accumulated sick leave up to a maximum of \$15,000.00. The rate of pay for the calculation shall be the rate as of the day before retirement. An employee who leaves employment in good standing but not through retirement shall receive the following sick time cash-in:

- Completion of 5 through 10 years 1/8th up to \$15,000
- Completion of 11 through 20 years 1/4th up to \$15,000
- Completion of 21 plus years 1/2 up to \$15,000

Any employee who separates not in good standing shall forfeit his accumulated sick time.

In the event of a non-retiree's death, all unused sick leave shall be paid according to the schedule listed above to the employee's estate or legal representative.

Section 4

Employees who have in excess of 30 sick days on December 31st of any year and use 5 or less in that year, shall, at their option, be allowed to sell back up to 5 unused sick days in full day increments to the County. The request must be submitted by March 1st of the following year for payment to be received in March. Payment shall be at the prior year's rate of pay. In addition, Employees who have accrued in excess of thirty (30) sick days on December 31st of any year may convert any or all earned sick days they have accrued in excess of thirty (30) sick

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days for vacation days at a ratio of two (2) sick days to one (1) vacation day. Those sick days converted to vacation days shall not be reinstated at any future date. However, no employee shall be permitted to convert more than thirty (30) sick days to vacation days in one calendar year.

Workers' Compensation Leave

Section 1

Notwithstanding the nature or severity, injuries/accidents that happen on the job shall be reported on the appropriate "Accident Report," preferably within twenty-four (24) hours. The Accident Report acts as a Workers' Compensation claim for medical expenses, loss of work, and/or loss or damage to personal appliances such as eyeglasses. Exposure to serious disease, for example, Lyme, rabies, Hepatitis, HIV or Tuberculosis, is reportable on the same Accident Report. If the injury or exposure requires medical attention, employees shall report to their supervisor and seek medical attention from any of the panel of physicians approved by the claims administrator, as posted on employee bulletin boards unless circumstances require emergency attention.

Section 2

Employees eligible for Workers' Compensation benefits shall be paid their regular salary, less appropriate deductions for the portion of their pay not attributed to Workers' Compensation, during the time that the employee is unable to work, for a maximum of 1 year from the commencement of the leave. Regular salary shall include any holidays as they occur. An employee shall continue to accrue seniority during said absence. The employee shall assign his/her Workers' Compensation payment to the County.

Section 3

The time that the employee shall be paid Workers' Compensation Insurance payments shall not be charged against his/her sick leave, vacation leave, or personal leave, but said employee shall be paid for any holiday that may occur during the time that he/she is receiving Workers' Compensation benefits.

Section 4

During the time that an employee is receiving Workers' Compensation Insurance, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance), as well as the costs for all medical benefits, excepting, however, if the employee fails to reimburse the County for contributory insurance.

ARTICLE 25: CLOTHING REIMBURSEMENT

Section 1

The Prosecutor agrees to provide new employees on the date of hire, any and all equipment and accessories required by the Prosecutor.

Section 2

The Prosecutor agrees to replace any personal items or items provided by the Prosecutor that are damaged or destroyed in the line of duty, as certified by the Prosecutor or its designee. All other replacements shall be the responsibility of the employee.

ARTICLE 26: EDUCATION BENEFIT

Employees covered by this Agreement are entitled to apply for any educational benefits offered by the County of Sussex.

ARTICLE 27: LAYOFFS

Section 1

The Prosecutor may lay off employees for bona fide economic reasons. The Prosecutor agrees that employee layoffs for bona fide economic reasons shall be on the basis of seniority, in inverse order, beginning with temporary help, then probationary employees, and lastly, permanent employees. In no instance shall permanent employees be laid off while part-time employees are retained. In all cases, the Prosecutor shall provide proper written notice to employees to be laid off, forty-five (45) calendar days in advance.

Section 2

In the event an employee is laid off, he/she shall have first consideration for re-employment at such time that the position is again available, with the understanding that the Prosecutor shall make all final decisions as to rehiring.

Section 3

In the event the employee is re-employed after layoff, he/she shall be re-employed with all benefits that he/she had prior to layoff, provided under the law.

ES

ARTICLE 28: NO WAIVER

Except as otherwise provided in this Agreement, failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which either party is entitled by law.

ARTICLE 29: NO STRIKE CLAUSE

Section 1

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

Section 2

In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Prosecutor to invoke the following:

1. Withdrawal of dues and deduction of privileges and
2. Such activity shall be deemed grounds for termination of employment of such employee(s).

Section 3

The Association will actively discourage, prevent, or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Prosecutor.

Section 4

Nothing contained in this Agreement shall be construed to limit or restrict the Prosecutor 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 in the event of such breach by the Association or its members.

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Section 5

The Prosecutor agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 30: SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Prosecutor and the Association will meet for the purpose of negotiating changes made necessary by the applicable laws.

ARTICLE 31: DURATION

This Agreement shall be effective January 1, 2020, and shall continue in full force and effect until December 31, 2024, or until a new contract is executed.

ARTICLE 32: LONGEVITY

Section 1

An employee with five (5) years of continuous service is entitled to longevity compensation. To be eligible for longevity, an employee must be full time. Years of completed service shall be computed on a full calendar year from January 1st to December 31st, in accordance with the following schedules (schedule based upon full-time employment):

Employees hired prior to July 1, 2016 shall be entitled to the following Longevity:

5 through 9 Years	=	\$850.00
10 through 14 Years	=	\$950.00
15 through 19 Years	=	\$1100.00
20 through 24 Years	=	\$2500.00
25 Years or More	=	\$3750.00

Employees hired after July 1, 2016 shall be entitled to the following Longevity:

20 through 24 Years	=	\$2000.00
25 Years or More	=	\$3500.00

RS

Section 2

Longevity payments will be made part of an employee's base pay for all purposes and paid to employees in equal installments with the regular payroll cycle and shall be subject to pension contributions. Contractual wage increases shall not increase the longevity rates.

ARTICLE 33: PERSONAL LEAVE

Each employee covered by this agreement shall receive each January 1, three (3) personal days. A personal day is equal to the number of hours in an employee's regular shift. Personal days may be used in 1 hour increments or more.

ARTICLE 34: SENIORITY

Section 1

Seniority is defined as time of continuous service since the employees date of hire as a Prosecutor's investigator/detective. Seniority is applied when scheduling benefit leave time (vacation, holiday, personal and compensatory) and in other circumstances specifically identified in this Agreement. Employee seniority shall be used in scheduling benefit leave time, providing the remaining employees have the skills and ability to perform the work as determined by the Prosecutor. For seniority to be used, requests must be made sixty (60) days in advance.

Section 2

The opportunity for overtime related to special non-recurring programs and details outside of regular assignments, shall be offered by seniority, as defined in Section 1, on a rotating basis.

ARTICLE 35: OUT-OF-TITLE PAY

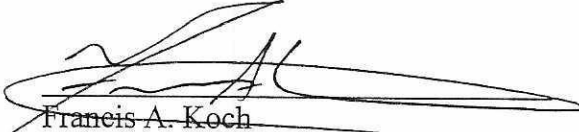
If an employee is named as acting supervisor by the Prosecutor, such employee will be paid the same salary as the lowest paid Sergeant after fifteen (15) days of serving as acting supervisor, and shall thereafter be paid in that capacity until such time as the employee is no longer serving in the capacity of acting supervisor.

ARTICLE 36: SAFETY

A new Union/Management Safety Committee shall be established consisting of up to three (3) Union-appointed representatives and up to three (3) Management representatives. Said committee shall meet on an as needed basis.

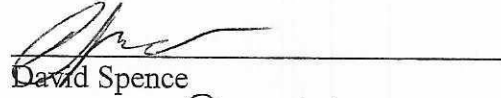
IN WITNESS WHEREOF, the parties hereto have, by their duly-authorized representatives and officers, executed this Agreement on this 6th day of April, 2022.

SUSSEX COUNTY PROSECUTOR:

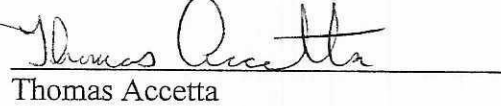


Francis A. Koch

**PBA LOCAL No. 138,
PROSECUTOR'S ASSOCIATION**

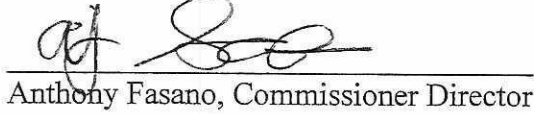


David Spence

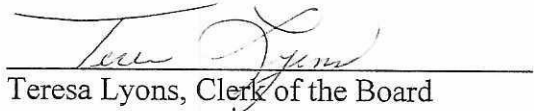


Thomas Accetta

COUNTY OF SUSSEX:



Anthony Fasano, Commissioner Director



Teresa Lyons, Clerk of the Board



Dianne Rude

Appendix A-Salaries

<u>Step*</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Academy	\$44,068	\$44,068	\$44,068	\$44,949	\$45,848	\$46,765
Step 1	\$50,266	\$50,266	\$50,266	\$51,271	\$52,297	\$53,343
Step 2	\$55,086	\$55,086	\$55,086	\$56,188	\$57,311	\$58,458
Step 3	\$57,840	\$57,840	\$57,840	\$58,997	\$60,177	\$61,380
Step 4	\$60,594	\$60,594	\$60,594	\$61,806	\$63,042	\$64,303
Step 5	\$63,084	\$63,084	\$63,084	\$64,346	\$65,633	\$66,945
Step 6	\$65,838	\$65,838	\$65,838	\$67,155	\$68,498	\$69,868
Step 7	\$68,062	\$68,062	\$68,062	\$69,423	\$70,812	\$72,228
Step 8	\$73,162	\$73,162	\$73,162	\$74,625	\$76,118	\$77,640
Step 9	\$78,262	\$78,262	\$78,262	\$79,827	\$81,424	\$83,052
Step 10	\$93,699	\$93,699	\$93,699	\$93,699	\$93,699	\$95,573
Max	\$93,699	\$95,573	\$97,484	\$99,434	\$101,423	\$103,451
Det II**	\$95,959	\$97,878	\$99,836	\$101,832	\$103,869	\$105,946
Det I **	\$100,478	\$102,488	\$104,537	\$106,628	\$108,761	\$110,936
DSG**	\$108,637	\$110,810	\$113,026	\$115,286	\$117,592	\$119,944
DSFC**	\$118,628	\$121,001	\$123,421	\$125,889	\$128,407	\$130,975

* Employees shall advance to the next step January 1 of each succeeding calendar year.

**Attained by promotion. Employees shall receive their salary increase on January 1 of each succeeding calendar year.