

# 2023 – 2026 AGREEMENT

BETWEEN

Board of County Commissioners of the County of Burlington,  
Burlington County Prosecutor

and

Communications Workers of America  
CWA LOCAL 1036

PROSECUTOR'S CLERICAL UNIT



TABLE OF CONTENTS

PREAMBLE ..... 4

ARTICLE 1. RECOGNITION ..... 5

ARTICLE 2. COLLECTIVE BARGAINING PROCEDURE ..... 5

ARTICLE 3. REPRESENTATIVES ..... 5

ARTICLE 4. MANAGEMENT RIGHTS ..... 6

ARTICLE 5. EMPLOYEES' RIGHTS ..... 6

ARTICLE 7. WORK RULES ..... 8

ARTICLE 9. SALARIES ..... 9

ARTICLE 10. TUITION REIMBURSEMENT ..... 10

ARTICLE 11. WORK SCHEDULE ..... 14

ARTICLE 12. HOLIDAYS ..... 14

ARTICLE 13. OVERTIME ..... 15

ARTICLE 14. SENIORITY/JOB POSTING ..... 16

ARTICLE 15. BENEFITS ..... 16

ARTICLE 16. VACATION ..... 23

ARTICLE 17. SICK LEAVE ..... 24

ARTICLE 18. OTHER LEAVES OF ABSENCE ..... 27

ARTICLE 19. PERSONAL LEAVE ..... 28

ARTICLE 20. RETIREMENT ..... 29

ARTICLE 21. WORKERS' COMPENSATION, SAFETY & HEALTH ..... 30

ARTICLE 22. PERSONNEL FILE ..... 31

ARTICLE 23. EQUAL TREATMENT ..... 31

ARTICLE 24. UNION DUES ..... 32

ARTICLE 26. RIGHTS AND PRIVILEGES OF THE UNION ..... 32

ARTICLE 27. NO-STRIKE PLEDGE ..... 34

ARTICLE 28. SAVING CLAUSE ..... 35

ARTICLE 29. GENERAL PROVISIONS ..... 35  
ARTICLE 30. COMPLETE AGREEMENT ..... 35  
ARTICLE 31. EFFECTIVE DATES OF AGREEMENT ..... 35  
EXHIBIT A: TITLES AND RANGES ..... 38  
EXHIBIT B: SALARY RANGES ..... 39

**PREAMBLE**

WHEREAS, the County Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting his relations with his employees insofar as such practices and procedures are appropriate to the functions and obligations of the County Prosecutor, to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the County Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of employees covered by this agreement, to prevent interruptions of work and interference with the efficient operations of the office of the County Prosecutor and to provide an orderly and prompt method for handling and processing grievances;

This agreement dated \_\_\_\_\_, between the Burlington County Prosecutor, hereinafter referred to as the "Employer" and the Prosecutor's Clerical employees as represented solely by the Communications Workers of America, hereinafter referred to as the "Union" or "Representative".

Now, therefore, the parties agree with each other as follows:

## **ARTICLE 1. RECOGNITION**

The employer recognizes the Communications Workers of America, as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all clerical employees of the County Prosecutor. Managerial executives and confidential employees, within the meaning of N.J.S.A. 34:13A-3 et. seq. are excluded from this agreement.

Titles represented by the union shall include those listed on Exhibit A.

## **ARTICLE 2. COLLECTIVE BARGAINING PROCEDURE**

- A. Collective bargaining with respect to rates of pay, hours of work, and all other conditions of employment shall be conducted by the respective duly-authorized bargaining agents of the Employer and Union.
- B. Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the Employer or Union.
- C. Clerical employees of the Prosecutor's Office of Burlington County designated by the employees to participate in collective bargaining meetings, call for the negotiation of a collective bargaining agreement, or for re-negotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings.

## **ARTICLE 3. REPRESENTATIVES**

### **A. Grievance Representatives**

The Employer shall permit the grievance representative or alternate representative to conduct their business (consisting of conferences with employees and management on specific grievances in accordance with the grievance procedures set forth herein) during the duty hours of the representatives and without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the work force or require the recall of off-duty personnel.

### **B. Negotiating Committee**

It is mutually agreed that for the purpose of negotiations two (2) representatives shall be permitted to attend the bargaining sessions, and a total of six (6) representatives may attend union meetings in preparation for negotiation sessions.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

Except as modified, altered, or amended by the terms of this agreement, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct, and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by the Civil Service Commission; to hire and lay off classified employees in accordance with Civil Service Commission procedure; to introduce new or improved methods or facilities, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, the Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in such office prior to the signing of this agreement.

Both Employer and Union agree that all management rights not specifically listed herein are also retained by the Employer.

#### **ARTICLE 5. EMPLOYEES' RIGHTS**

The Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union and its affiliates 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 or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of New Jersey or the Constitution of the State of New Jersey and of 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/her membership in the Union and its affiliates, his/her participation in any activities of the Union and its affiliates, collective negotiations with the Employer, 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 laws of the Constitution of the State of New Jersey.

For purposes of this agreement, the term "Clerical Employees" shall be defined as full time employees employed on a permanent basis, to include the plural as well as the singular, and to include females as well as males.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

- A. The purpose of the grievance procedure shall be to settle grievances between the employer and the grievant as quickly as possible so as to assure efficiency and promote employee morale. All grievances shall be processed as follows:
1. The grievant and/or his/her representative shall present a written statement of the alleged grievance to his/her Unit Supervisor or the Office Manager (whichever is appropriate), neither of whom shall be a member of the bargaining unit within fifteen (15) working days after the incident complained of. The Unit Supervisor or Office Manager will review the grievance, investigate the facts and submit a written answer to the grievant within seven (7) working days of the submission date on the grievance form.
  2. If the grievant is not satisfied with the answer submitted by the Unit Supervisor or Office Manager, whichever is appropriate, during the Step I stage of his/her process, the same shall be reduced to writing by the grievant and/or his/her representative and submitted to the Prosecutor within ten (10) working days.
  3. The Prosecutor or Designee shall schedule and hold an informal meeting within fifteen (15) working days of the receipt of the appeal, and shall issue a written decision within fifteen (15) working days of the informal hearing.
  4. Effective January 1, 2000, upon receipt of an adverse determination of the Prosecutor or designee, the Union shall have thirty (30) working days to appeal such determination to advisory arbitration pursuant to the rules of the Public Employee Relations Commission.
  5. Time limits for the above process may be changed or waived upon mutual consent of the Employer and the union.
- B. It is hereby agreed that this agreement shall, in no way, limit or restrict the union or its members from exercising any legal rights which it might have, including its rights to resort to PERC, the Civil Service Commission or the Courts.

## ARTICLE 7. WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided that the same are not contrary to this agreement and further provided that the Union shall have the right to grieve with reference to the same within fifteen (15) working days after the same are posted or disseminated and/or copy sent to the Union.

Such rules and regulations shall be equitably applied and enforced.

## ARTICLE 8. GENERAL RULES OF COMPENSATION

- A. Rates of compensation set forth in this Agreement, in an addendum or supplement, shall apply only to full time employees.

Part time employees shall work no more than 24 hours per week. The hourly rate shall be computed as follows: The annual salary for the occupied position shall be divided by the number of working days per year, the product of which shall be divided by eight (8).

- B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses and other financial benefits.

- C. Copies of all resolutions creating and/or abolishing job positions or titles which are covered under the terms of this agreement shall be sent to the Union following adoption by the Employer.

D. Promotions/Demotions

1. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her base salary shall be increased by the greater of (1) \$2,500, or (2) to the minimum of the new range, or (3) up to 10% of the employee's present salary. However, no employee shall be placed on the higher range at a salary less than the minimum nor greater than the maximum for that range.

2. Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his or her base salary shall be reduced by \$1500. However, no employee shall be placed on the lower range at a salary greater than the established maximum for that range.



3. After completing one year of permanent service as a Keyboarding Clerk 1, the County shall initiate promotional procedures to adjust such an employee to Keyboarding Clerk 2.

E. Out-of-Title Pay

An employee who is the sole employee to assume the job responsibilities of another employee who holds a higher paid title for more than five (5) consecutive or non-consecutive days in a calendar year shall be entitled to the adjustment in pay provided in Paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than five (5) non-consecutive days, higher title pay shall begin on the sixth (6th) day.

F. Direct Deposit

The County shall pay all employees' salaries by way of direct deposit each payday, and shall furnish employees with a pay stub for each pay period. All employees shall complete and periodically update, as necessary, direct deposit forms which shall be delivered to the Department of Human Resources/Payroll Unit.

## **ARTICLE 9. SALARIES**

It is agreed that to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

A. Minimums:

Effective January 1, 2023, minimum salaries for titles in the Prosecutor's Office shall be established as follows:

- |                                     |          |
|-------------------------------------|----------|
| 1. Keyboarding Clerk 1 (Prosecutor) | \$35,000 |
| 2. Keyboarding Clerk 2 (Prosecutor) | \$37,500 |
| 3. Keyboarding Clerk 3 (Prosecutor) | \$41,000 |
| 4. Keyboarding Clerk 4 (Prosecutor) | \$44,000 |

B. General Wage Increases

Employees within the Prosecutor's Clerical Unit shall receive annual salary increases as follows:

1. January 1, 2023
  - All employees in the Keyboarding Clerk 1 title with at least 12 months of service

will be adjusted to \$36,000. All other employees in the KBC1 title with less than 12 months of service will be adjusted to the new minimum above.

- All employees in the Keyboarding Clerk 2 title will be adjusted to \$39,000.
  - All employees in the Keyboarding Clerk 3 title with at least 84 months of service will be adjusted to \$42,000. Employees with at least 180 months of service will be adjusted to \$45,000. Employees with at least 240 months of service will be adjusted to \$47,000.
  - The minimum for Legal Secretary title will be adjusted to \$44,000.
  - Any employee not receiving an adjustment above will receive an increase of \$3,500 to base.
2. January 1, 2024 – Employees with less than 60 months of service will receive an increase to base of \$2,800. Employees with at least 60 months of service will receive an increase to base of \$3,800.
  3. January 1, 2025 – Employees will receive an increase of 2.50% to base
  4. January 1, 2026 – Employees will receive an increase of 2.50% to base
  5. Part-time employees will receive pro-rated increases based on the increases in paragraphs A and B above.

C. Adjustment of salary ranges

Effective January 1<sup>st</sup> of each year of this Agreement, minimum and maximum salary ranges shall be increased by the 0-60 months amount or by the amount of across the boards increases above as set forth in the attached addendum entitled "Salary Range Addendum."

D. Additional Compensation.

In the event that an employee is required to take any training to maintain or acquire a license or certification, the County will reimburse the employee for the full cost only if the employee passes a test which may be required as part of the certification or license.

## **ARTICLE 10. TUITION REIMBURSEMENT**

- A. General Policy:** Permanent, full-time employees or full-time provisional employees with one year of service will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written

request to and recommendation by the Prosecutor to the Director of Human Resources. An employee seeking to take classes for the following year must declare his or her intention to take classes by September 30<sup>th</sup> of the current year, to include an estimate number of credits to be pursued.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition, fees and costs of books paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rowan College at Burlington County per semester, up to twelve (12) credits per year and fees and costs of books.

The County shall reimburse employees within 60 days of receiving the completed submission of all necessary documentation. The County shall allocate up to \$50,000 per year for tuition reimbursement for employees covered by this labor agreement.

For permanent, full time employees, the Board will reimburse employees for tuition up to the cost of three undergraduate credits per semester at the standard, in-State undergraduate rate at Rowan College at Burlington County and costs of books. The maximum annual reimbursement shall be limited to the tuition cost of twelve (12) undergraduate credits and costs of books. The parameters outlined above shall apply to the programs explained below unless specifically modified below.

1. **Special Program for courses taken at or through Rowan College at Burlington County ("RCBC"):**

Permanent full time employees or full time employees with one year of full-time service shall be eligible for tuition, standard fees and costs of books reimbursement at RCBC for courses taken in pursuit of an Associate's degree or Bachelor's degree. Standard fees shall include the General, Student Activity and Technology fees, and costs of books; but shall exclude all other fees or costs such as parking, etc.

The total reimbursement for fees per course shall not, however, exceed 35% of the cost of course tuition. A laboratory fee for a science course may also be covered subject to approval by the Director of Human Resources.

For the courses taken at RCBC, the employee shall remain in County service for a period of six (6) months after completion of the course. The commitment required for each course taken shall be cumulative. For any and all courses taken above, should an employee fail to meet the required commitment to remain in County service, the employee shall reimburse the County for all tuition, fees and costs of books reimbursements paid by the County on behalf of said employee.

Employees shall be eligible for a maximum of eighteen (18) credits per year and cost of books for courses taken at RCBC in pursuit of a specific degree. The County will not, however, cover the cost of any non- credit, remedial courses.

For employees wishing to take courses at RCBC other than in pursuit of a specific degree, the terms of the special program above shall continue to apply. However, employees shall be eligible for a maximum of twelve (12) credits per year and costs of books.

For employees seeking to earn a bachelor's degree, the degree must be in a field of County government service in order to be approved for tuition reimbursement. All courses taken as electives to the bachelor's degree must be job related. "Job related" for undergraduate elective courses shall be loosely construed.

## 2. Graduate School:

For employees seeking to earn a graduate degree or pursuing job-related graduate courses, permanent full time employees or full-time employees with one year of service will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Director of Human Resources. "Job related" for graduate school courses shall be strictly construed.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "B" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of nine (9) credits per year at the RCBC in-State tuition rate and the cost of books.

## 3. Technical or Trade School programs:

For employees wishing to enroll in a program at a technical or trade school in pursuit of a certification or other approved course of study, the County shall cover the cost of tuition at the RCBC rate per credit for courses successfully completed up to a maximum of 18 credits per year. For the purposes of determining the value of a credit, fifteen hours of class time shall be equal to one credit. General, required fees and cost of books may be reimbursed subject to the approval of the Director of Human Resources, but may not exceed 25% of the cost of tuition per course. Employees shall continue to work in County service for a period of six (6) months per three credit course.

4. **Special Program for Nursing:**

For recent graduates of approved nursing programs that have enabled the person to become employed with the County as a full-time Licensed Practical Nurse (LPN) or Registered Nurse (RN), the County shall institute a special tuition forgiveness program as explained below. In order to be eligible for forgiveness, the employee must maintain continuous employment for the six-month period preceding payment as outlined below. Continuous employment shall mean the employee must have physically worked for the entire period. In order to be eligible for forgiveness, the employee must be actively employed on the date of payment.

Title	Period of Work	Reimbursement Date	Reimbursement Amount
RN	1/1 to 6/30	Following September	\$650
LPN	1/1 to 6/30	following September	\$500
RN	7/1 to 12/31	following March	\$650
LPN	7/1 to 12/31	following March	\$500

Employees may be eligible for forgiveness up to a period of five years from the date of graduation. In order to obtain forgiveness, an employee must supply proof of the date of graduation (e.g., a graduation certificate) and proof of outstanding debt (e.g., current student loan statements). The forgiveness period shall end on the reimbursement date nearest the fifth-year anniversary of the graduation or whenever the employee has satisfied his/her student loans, whichever is sooner. In no circumstances shall the County pay reimbursement for tuition when another reimbursement source (such as VA benefits) is available. Employees may earn a lifetime maximum of \$5,000 in forgiveness.

## **ARTICLE 11. WORK SCHEDULE**

"Working day" is defined as Monday through Friday, excluding holidays.

- A. For all clerical employees in the Prosecutor's Office, the work day shall be seven (7) consecutive hours per day, thirty-five (35) hours per week. The work week shall consist of five (5) consecutive days. Lunch periods shall not be included in the seven (7) hour period.
- B. Regular working hours shall consist of any consecutive seven (7) hour period from 8:00 AM to 4:00 PM, from 8:30 AM to 4:30 PM, or from 9:00 AM to 5:00 PM, with one hour for lunch. Such schedule shall be set by the Prosecutor, based upon the needs of the unit.
- C. Employees shall be given at least five (5) working days' notice prior to having their work schedule changed.

## **ARTICLE 12. HOLIDAYS**

- A. The following paid holidays will be observed:
  - 1. January 1, known as New Year's Day.
  - 2. Third Monday in January known as Martin Luther King's Birthday.
  - 3. February 12th, known as Lincoln's Birthday.
  - 4. The holiday celebrated on the third Monday in February.
  - 5. Good Friday
  - 6. Last Monday in May, known as Memorial Day.
  - 7. Juneteenth, Third Friday in June.
  - 8. July 4th, known as Independence Day.
  - 9. First Monday in September, known as Labor Day.
  - 10. Second Monday in October, known as Columbus Day.
  - 11. General Election Day
  - 12. November 11th, known as Veterans' Day.
  - 13. Fourth Thursday in November, known as Thanksgiving Day
  - 14. Friday after Thanksgiving Day.
  - 15. December 25th, known as Christmas Day.
- B. Holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday.

- C. Employees must be in a pay status the work day before and the work day after a holiday, unless the employee provides a medical certification excusing the employee for the day(s) at issue, in order to be paid for the holiday.
- D. Holiday Pay. If any employee is not scheduled to work on a holiday, but is requested to do so by the supervisor, such employee shall be compensated at the rate of one and one-half times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

### **ARTICLE 13. OVERTIME**

#### **General Rules:**

- A. Overtime refers to any time worked beyond the normal work week and is to be earned only when an employee is ordered to work by the Prosecutor, Office Manager or immediate supervisor. Such order shall be given only when unusual circumstances arise. If an employee works overtime, he/she shall be entitled to compensatory time off or pay equal to one and one half times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.
- B. No overtime shall be authorized or approved unless the individual making the application has, in fact, worked his/her designated position beyond his/her normal work week of either thirty-five (35) or forty (40) hours. Sick leave shall be considered "time worked," unless, at the sole discretion of the Prosecutor or designee, the employee shall be required to provide medical documentation for him/herself or other persons covered within the definition of sick leave with his/her request for overtime payment. Personal leave, holiday and vacation time shall be considered "time worked" if properly scheduled and approved.
- C. The employee has the option of electing compensatory time or paid overtime. The employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operation of the office.
- D. If compensatory time cannot be scheduled by the Prosecutor by December 31st, of the calendar year or thirty (30) days after the date on which the overtime was worked, whichever is later, the employee shall be compensated at the overtime rate for such time. Compensatory time shall not accumulate from year to year.

## **ARTICLE 14. SENIORITY/JOB POSTING**

- A. Seniority is defined as an employee's total length of service with the Employer.
- B. In the event of a dispute concerning the seniority of two or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.
- C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the representative upon request.
- D. Where openings in non-entry level positions occur, the openings shall be posted on the bulletin boards on the legal, investigative and all satellite offices, together with the basic job duties, shifts, and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for ten (10) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing.

If in management's sole discretion, a job need to be filled and the ten (10) day posting requirement would inhibit the operation of the Prosecutor's Office, the position may be filled on an interim basis during the posting period. The union steward will be notified of this decision and the reasons for the interim filling.

## **ARTICLE 15. 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 following sixty (60) days of service pursuant to the following provisions:

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



- a. **Plan 1:** The County shall continue to offer the health insurance plan which is known as Plan 1 (“Current Plan”). The specific copays, deductibles, coinsurances, limits, and other terms of the Current Plan shall not be altered except through agreement of the parties. Under the Current Plan, doctor’s visits to a specialist or to a primary care doctor, or to any other doctor or such provider in the network shall have a copay charge of \$20. Additionally, visits to the emergency room will have the following co-pay: \$50.00. The annual deductible for using out-of-network providers shall be \$400 for single coverage and \$600 for family coverage with a 20% co-insurance contribution.
- b. **Plan 2,** which shall be known as the “Modified Version” or “PPO2” shall be modeled after the Current Plan (Plan 1) but shall have the following co-payments and co-insurance requirements: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a fifty percent (50%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.
- c. **Plan 3,** which shall be known as the “High Deductible Health Plan” (“HDHP”), shall be modeled after the Current Plan but shall have a \$1,500 single/ \$3,000 multi-party deductible which shall be paid by the employee before the plan begins to cover eligible expenses, along with the following co-payments and co-insurance: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a twenty percent (20%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

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

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

Within Tier 1, there shall be no deductible or coinsurance. Within Tier 2, there shall be a deductible of \$500 single/ \$1,250 multiparty plus a fifty percent (50%) co-insurance for use of Tier 2 providers. Within Tier 3, which shall apply to out-of-network facilities and providers, there shall be a \$2,000 single/ \$4,500 multiparty deductible (which shall be inclusive of any Tier 2 deductible), plus a fifty percent (50%) coinsurance.

Notwithstanding the tiers outlined above, employees and/or their eligible dependents can visit any hospital without penalty for bona-fide Emergency Room treatment; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

- e. 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 network for Plans 1, 2 and 3 [as Plan 4 has a tiered network] unless the parties negotiate newer plans with limited or exclusive provider networks.
- f. 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.

- g. 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 an age specified by law. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school. Pursuant to the Affordable Care Act, children dependents who are not eligible for health benefits through an employer may remain covered until the end of the month in which they reach the age of 26. Employees shall certify that no employer or other coverage is available to the adult dependent.
2. Prescription Program. All prescription medications must be processed through a pharmaceutical clinical case management program through the third-party administrator (TPA) or pharmaceutical benefits manager (PBM). As a pre-condition to using the prescription benefits plan, all employees must sign a HIPAA compliant release enabling the health benefits third-party administrator to share protected health information (PHI) with the prescription benefits TPA or PBM. During the life of this contract, prescriptions shall have the following retail copays:

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

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

The County and Union negotiated agreements regarding cost containment measures for prescription drugs, including quantity limits, duration and other issues. These agreements are incorporated herein.

- 3. During the term of this Agreement, there shall be no change in the Health Benefits paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, the County shall give the union at least 30 days advance notice, along with a copy of the proposed contract. In the

event that a change in the health care provider or administrator results in a change in panel providers (network), all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

4. The County will extend to a maximum of ninety (90) days within a rolling 12-month period 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 an 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, provided completed enrollment forms are returned to the Benefits Office within the required timeframe.

5. Female covered dependents from age 14 thru the termination of plan coverage shall be eligible to receive an annual HPV screening through the Burlington County Health Department at no cost.

**B. Dental.**

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 (\$2,000) per eligible patient in any calendar year.
  - b. Orthodontic benefits are subject to a two thousand dollar (\$2,000) maximum per person per lifetime which is separate from the maximum mentioned above.
3. Effective 1/1/07, employees shall contribute the following amounts for dental coverage (to be deducted from bi-weekly paychecks):

- \$5.00 (single)
- \$10.00 (husband/wife or parent/child)
- \$15.00 (parent/children, family)

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

4. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 23.

**C. Vision Care Program**

Effective January 1, 2003 employees shall be offered participation in the Vision Care Program.

**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 (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) 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 percent (50%) of the cost.

**F. Mileage**

For use of privately owned vehicles during the course of employment employees shall be reimbursed the IRS rate for mileage during the course of this agreement.

**G. Election to Discontinue Health Benefits**

Effective on January 1, 2000, any employee who has health benefit coverage provided to them or any dependents by another employer may elect to discontinue County provided health benefits in accordance with the following:

1. Any employee who elects to discontinue health benefit coverage must fill out and return to the county a County provided "Health Benefits Discontinuance" form prior to December

10 of the preceding year. The form will have spaces to indicate whether the employee is electing to discontinue the basic medical plan, the prescription plan, or both.

2. In the event an employee elects to discontinue coverage, the County provided coverage will discontinue effective January 1 of the following year and will be discontinued for the duration of that calendar year except as provided in G.3, below.
3. In the event that an employee who has chosen to have County provided health benefits discontinued because of other employer provided health care, and the person whose employer provided that coverage loses that coverage, then the county employee shall immediately be re-instated in the County health benefits program. Loss of coverage must be due to some significant life event, such a divorce, death, loss of job, etc.
4. Any employee who elects to have County provided health benefits discontinued will be paid a "health care discontinuance stipend" as follows:
  - a. The County shall furnish an annual stipend for opting out of the County's health benefits plan (medical and Rx – so long as employee furnishes proof of other coverage) in the amount of \$750 payable in November of each year of the contract. An employee who experiences a catastrophic life event wherein other, available coverage is lost shall be automatically reenrolled in the County's plan.
  - b. In the event that an employee must be re-instated in the County health benefits program, in accordance with G.3, above, the employee will not be given a health care discontinuance stipend for that portion of the month that they are in the County health benefits program.

#### H. 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 benefit and dependent care expenses.

#### I. Clothing Allowance

If any employee, during other than normal work-related duties, damages clothing, such employee shall be reimbursed for the full amount thereof upon presentation of receipt for damages or two (2) quotes for repair and/or replacement, and a report submitted to the Chief of Investigators or Office Manager explaining the circumstances surrounding the loss.

#### J. Jury Duty

If any employee is called to serve on a jury, the time will not be deducted from his/her vacation time if his/her jury check is turned over to the County Treasurer's Office for the number of days absent from his/her employ. This time must be reported on the daily report forms.

For employees who serve on jury duty on Lincoln's birthday the Prosecutor shall schedule an alternate day off. The Prosecutor must schedule said day within sixty (60) days and notify the employee with no less than forty-eight (48) hours prior notice of same.

**K. Coffee Break**

All employees shall receive two ten (10) minute coffee breaks, one in the morning and one in the afternoon.

**L. Employee Assistance Programs (EAP)**

The County shall guarantee a traditional EAP (at no cost or co-pay) for employees. All information discussed or generated by the EAP shall be confidential, unless the employee is sent by the County for a mandatory work assignment, and then any medical information will remain confidential as per law.

**ARTICLE 16. VACATION**

Full time employees in the Prosecutor's Office shall be entitled to the following annual vacation with pay subject to scheduling approval by the Prosecutor or designee. Vacation leave may be used in one hour increments.

An employee may elect to use up to two (2) vacation days in cases of emergency with less than 24 hours' notice provided that all PL has been exhausted. Emergency is defined as an event which could not be anticipated and over which the employee has no control. The request shall not be unreasonably denied. An employee's request may be denied if such request would interfere with proper functioning of the department.

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

C. Additional days based upon years of service are credited on January 1<sup>st</sup> in the calendar year of the employee's anniversary.

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

D. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the county should an employee leave the county service for any reason and at the end of each calendar year. Deductions will be made from an employee's final pay if more vacation has been taken than has been earned.

E. Any employee who is laid off due to a reduction in force, discharge, retired, or separated from the service of the employer for any reason prior to taking his/her vacation, shall be compensated in money for any earned, unused vacation time.

F. Permanent part time employees on a daily or hourly basis shall be eligible for vacations in accordance with Civil Service Commission rules and regulations. Part-time employees shall be entitled to a prorated amount of vacation leave time based on their regular weekly hours divided by 35. For example, if a part-time employee is scheduled for 20 hours per week, they would receive  $20/35 = 57\%$  of leave time entitlement.

## **ARTICLE 17. SICK LEAVE**

A. Full time employees in the county service shall be entitled to sick leave with pay in accordance with the following schedule:

1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who



begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.
3. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at 1 ¼ days per month for purposes of computing time owed to the Prosecutor's Office in the event an employee should leave prior to the completion of that calendar year and having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned.
4. Permanent part time employees shall be eligible for sick leave of absence with pay in accordance with Civil Service Commission rules and regulations. Part-time employees shall be entitled to a prorated amount of sick leave time based on their regular weekly hours divided by 35. For example, if a part-time employee is scheduled for 20 hours per week, they would receive  $20/35 = 57\%$  of leave time entitlement.
5. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.
6. Paid sick days shall not accrue during a leave of absence without pay.
7. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his/her position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:
  - a. Up to ten (10) working days of emergency attendance upon a member of his/her family seriously ill and requiring the presence of such employee. Family is defined as spouse, parents, children, grandparents, or anyone residing in the same household. For good cause shown, this definition of family may be expanded, upon request and approval of the Prosecutor or his designee.

- b. Up to five (5) working days may be requested for a death in the immediate family to include mother, father, brother, sister, spouse, grandmother, grandfather, mother-in-law, father-in-law and children for good cause shown, this definition of family may be expanded, upon request and approval of the Prosecutor or his designee.
8. If any employee is absent for five (5) consecutive working days (35 or 40 hours) for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.
9. If it is reasonably suspected that the employee is abusing the sick leave privilege, the department head, through the Human Resources Office, may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.
10. An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave set forth above shall notify his/her immediate supervisor by telephone or personal message prior to the normal starting time, or he/she shall suffer loss of pay. Employees shall notify the employer about scheduled doctors' appointments and shall be permitted to use sick time for such appointments (to include reasonable travel time to and from).
11. Sick days shall accumulate.
12. Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Prosecutor, who may approve such request based upon merit.

**B. Sick Leave/Pregnancy Disability**

1. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Prosecutor may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.
2. An employee may use accrued leave time (for example: sick, vacation, personal) for pregnancy-disability purposes, but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

### C. Family Medical Leave

1. Family Leave as set forth in 19 U.S.C., Section 2601, et seq., N.J.S.A. 34:11B-1, et seq., and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.
2. Employees must use all earned sick time during an approved FMLA/NJFLA absence. Should an employee's earned sick time not be sufficient to reach the commencement of State Disability, the employee shall be permitted to use up to five (5) additional days of credited sick time. The County shall continue its current practice of allowing employees to elect to use earned vacation or personal time as substitute for any unpaid period of leave.
3. The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

### D. Donated Sick Leave Program

The County and Union have negotiated a Donated Sick Leave Program which shall be established by County policy and incorporated into this Agreement.

## ARTICLE 18. OTHER LEAVES OF ABSENCE

### A. Special Leave of Absence

A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study that will increase his/her usefulness on his/her return to the service, or who for any reason considered good by the Prosecutor desires to secure leave from his/her regular duties may, with the approval of the Prosecutor, be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the Prosecutor, such leave may be extended for an additional period not exceeding six (6) months. The denial of such an extension shall not be grievable. 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.

### B. Military Leave

The existing statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

**C. Absence without Leave**

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

**D. Bereavement Leave**

All employees are entitled to use up to three (3) working days for bereavement leave related to immediate family members (as defined in the Sick Leave article of this Agreement), which shall not exceed fifteen (15) total bereavement days in a calendar year. If bereavement leave is exhausted, the employee may use sick, holiday, compensatory time, personal leave, and vacation time in that order, with supervisory approval which shall not be unreasonably denied.

**ARTICLE 19. PERSONAL LEAVE**

- A. On January 1, of each year, employees shall be credited with three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. Personal leave time shall earned during the year. New employees in the county service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment. Part-time employees shall be entitled to a prorated amount of personal leave time based on their regular weekly hours divided by 35. For example, if a part-time employee is scheduled for 20 hours per week, they would receive  $20/35 = 57\%$  of leave time entitlement.
- B. An employee shall give no less than twenty-four (24) hours advance notice of his/her intent to take a personal leave day. Personal days may be used in cases of an emergency with less than 24 hours notification; however, such denial shall not be grievable. "Emergency" is defined as an event which could not be anticipated and over which an employee has no control. The Prosecutor reserves the right to request proof of the emergency.
- C. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

The County shall deduct 1.75 hours (for 35 hour employees) per month should an employee not be in a pay status for any of the monthly periods (1<sup>st</sup> – 8<sup>th</sup>, 9<sup>th</sup> – 23<sup>rd</sup> and 24<sup>th</sup> to end of month). 1.75 hours shall be both the minimum and maximum amount deducted, per month, for an employee who is not in a pay status for all or a portion of the month. One personal

day, divided over four (4) months, shall equate to 1.75 hour per month for the purposes of making adjustments to leave time accounts for employees who are on unpaid leaves of absence, suspended without pay, have W time, etc.

## ARTICLE 20. RETIREMENT

A. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective day of his/her retirement.

1. The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement. Lump sum supplemental compensation payment shall be made in compliance with N.J.S.A. 11A:6-19.
2. Consistent with Chapter 78, P.L. 2011, and effective January 1, 1993, all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article XV, Benefits Paragraph A.2.

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 shall continue its current practice of payment of full coverage for the first 90 days following the date of retirement, regardless of the number of years of service.

3. Employees should provide at least six (6) months advance notice of anticipated retirement to his/her Department Head to ensure timely payment of leave time benefits. Payment of terminal sick leave shall be issued the same time as payment for unused vacation days, compensatory time, and other eligible leave time. In emergent or unusual circumstances, such notice may be waived.

## ARTICLE 21. WORKERS' COMPENSATION, SAFETY & HEALTH

- A. When an employee is injured on duty, he/she shall notify the Prosecutor immediately so that a departmental report may be prepared. The employee and his/her immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he/she desires to use his/her accumulated time during this period of disability. If it is determined by the employer that the injury is work-related, the employee shall then be entitled to Workers' Compensation.

If he/she is on leave of absence without pay, he/she shall be entitled to his/her Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his/her accumulated time, he/she shall receive his/her normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary, to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his/her salary, if any, to be paid by county payroll check.

If accumulated time is completely used up before Workers' Compensation benefits terminate, the employee shall thereafter receive only his/her Workers' Compensation benefits. Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workers' Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his/her return to work.

- B. The Employer shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.
- C. The Employer and the Union shall each designate a safety committee member from the office who shall be representatives on the countywide labor management safety committee. It shall also be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours

with no loss of pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

- D. Pregnant VDT operators who are requested to operate a VDT for five (5) hours or more per day shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

## **ARTICLE 22. PERSONNEL FILE**

- A. All employees shall have the right to see all documents in their personnel file.
- B. An employee shall be permitted to have a copy of any documents in his/her file.
- C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document, the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.
- D. Employees shall have the right to respond in writing to anything placed in their file.
- E. Employees may request of the Prosecutor that records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no reoccurrence of the same or similar nature. The Prosecutor's refusal to remove said documents shall not be subject to the formal grievance procedure.

## **ARTICLE 23. EQUAL TREATMENT**

The Employer agrees 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, national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, "employee" shall be a generic term referring to any employee regardless of their gender. Said usage is not intended to be discriminatory or sexually based.

## **ARTICLE 24. UNION DUES**

The Employer agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the employer, the amount of monthly union dues. Dues shall be per month or such amount as may be certified by the CWA to the employer at least thirty (30) days prior to the month in which the deduction of union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the employer to the following address: CWA Dues, P.O. Box 79176, Baltimore, MD, 21279-0176 by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA president.

The CWA agrees to indemnify and hold the county and the Prosecutor's Office harmless against any and all claims, suits, orders or judgments brought or issued against the county with regard to the dues check-off, except for any claims that result from negligent or improper acts of the employer or its agent or servants.

- A. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County. Dues shall be halted beginning with July 1<sup>st</sup> immediately following the request to halt dues.
- B. The Employer will immediately supply the union with a copy of any request to halt dues.
- C. If, during the life of this agreement, there shall be any change in the rate of membership dues, the union shall furnish to the Prosecutor written notice prior to the effective date of such change, and shall furnish the Prosecutor a certified copy of the resolution, indicating dues changes and the effective date of such changes.

## **ARTICLE 26. RIGHTS AND PRIVILEGES OF THE UNION**

- A. Designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Union and the Employer.
- B. The Union shall be granted an aggregate of fifteen (15) paid and fifteen (15) unpaid days leave time per annum to attend to Union business. Use of such days shall be at the sole



discretion of the Union provided the Union gives two (2) weeks written notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

- C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.
- D. Union stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another so long as it does not conflict with the efficient operation of the Prosecutor's Office.
- E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the Prosecutor and his offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate designee of the Prosecutor of his/her presence.
- F. Upon reasonable notice and approval of the Prosecutor or appropriate designee, the Union may hold meetings on Prosecutor's Office premises during the lunch hour.
- G. A representative designated by the Union shall be afforded time during orientation to present union information. The Union shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of thirty (30) minutes within thirty (30) days from the date of hire, during new employee orientations, or at individual or group meetings if the employer does not conduct new employee orientations within 30 days of date of hire.
- H. The Union may distribute literature to members of the Bargaining Unit on Prosecutor's Office premises, so long as it is not disruptive of Prosecutor's Office business.
- I. The County shall transmit via email to the Union a monthly report of all negotiations unit employees, noting separations, (resignations, retirements, terminations). This report will include name, home address, title, department, worksite location, work telephone numbers, and any home or cellular telephone numbers on file with the Employer, date of hire, work email address and any personal email address the Employer may have on file. Membership status reports for a given month shall be delivered to the Union on or before the 15<sup>th</sup> day of the succeeding month.
- J. The use of the County mail delivery service shall be limited to those offices which currently occupy or which may occupy in the future a County-owned or leased facility.
- K. **Credit Union**

1. Eligibility

Effective at the signing of this contract, all members of CWA Local 1036 shall be eligible to participate in a credit union sponsored and approved by CWA Local 1036 subject to all terms and conditions established by CWA Local 1036 for such participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2. Amount of Deduction

CWA Local 1036 will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3. Deduction and Transmission of Fee

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the credit union, CWA Local 1036, and the employee.

4. Employer Held Harmless

CWA Local 1036 hereby agrees that it will indemnify and hold Burlington County and the Burlington County Board of Chosen Freeholders and Burlington County Prosecutor Office harmless from any claims, actions, or proceedings brought by an employee in the negotiating unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to CWA Local 1036 or any employee for any retroactive or past due credit Union deduction for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from credit Union deductions.

5. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements of federal and state laws and regulations.

**ARTICLE 27. NO-STRIKE PLEDGE**

For the duration of this agreement, the representative, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the employer. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this agreement.

## ARTICLE 28. SAVING CLAUSE

In the event any article, section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision, and upon issuance of such confer on the invalidated article, section or portion thereof.

## ARTICLE 29. GENERAL PROVISIONS

- A. The Prosecutor and Union will meet from time to time upon reasonable request of either party to discuss matters of general interest and concern; matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A three (3) day advance notice will be given by either party.
- B. It is hereby agreed that this agreement shall, in no way, limit or restrict the union from exercising any legal rights which it might have, including its right to resort to P.E.R.C. or to seek a remedy through the courts.
- C. The employer agrees to grant the necessary time off without loss of pay or time to any properly elected delegate of a bona fide Civil Service organization to attend any State or National convention as provided under N.J.S.A. 11:26C-4. The employer shall permit said delegate to attend the monthly State Delegates' meeting without loss of pay or time.

## ARTICLE 30. COMPLETE AGREEMENT

The employer and the representative acknowledge this to be their complete agreement and that this agreement incorporates the entire understanding by the parties on all negotiable issues, whether or not discussed.

## ARTICLE 31. EFFECTIVE DATES OF AGREEMENT

### A. Duration and Effect

This agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through **December 31, 2026**. It is agreed to and understood by and between the parties hereto that, unless specifically referred to as retroactive thereto, all terms and provisions of this Agreement are not retroactive to **January 1, 2023** and shall assume

full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. Renewal

This Agreement shall automatically renew itself on **January 1, 2027** and continue from that point, on a year-to-year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin no later than sixty (60) days prior to the scheduled expiration date of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President respectively, attested by their Clerk and Secretaries, respectively, and their seals to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE PROSECUTOR**

  
Hon. Lachia L. Bradshaw, Prosecutor

**FOR BURLINGTON COUNTY**

  
Felicia Hopson,  
County Commissioner Director

  
Eve Cullinan, County Administrator

**FOR CWA**

  
Adam Liebtag, CWA Local 1036 President

  
Billie Scelza, Staff Representative

  
Laurie Stucke, Negotiations Committee

  
CWA National Representative

**EXHIBIT A: TITLES AND RANGES**

<b>Title</b>	<b>Range</b>
CLERK	02
CLERK BI-LINGUAL	03
CLERK STENOGRAPHER	06
CLERK TRANSCRIBER	05
DATA CONTROL CLERK	05
DATA CONTROL CLERK/TRANSCRIBER	08
DATA CONTROLCLERK-TYPING	05
KEYBOARDING CLERK 1 (PROSECUTOR)	04
KEYBOARDING CLERK 2 (PROSECUTOR)	07
KEYBOARDING CLERK 3 (PROSECUTOR)	09A
KEYBOARDING CLERK 4 (PROSECUTOR)	11A
LEGAL SECRETARY	14A
PRINCIPAL CLERK	07
PRINCIPAL CLERK BI-LINGUAL	10
PRINCIPAL CLERK STENOGRAPHER	10
PRINCIPAL CLERK TRANSCRIBER	10
PRINCIPAL DATA CONTROL CLERK	10
PRINCIPAL DATA CONTROL CLERK TYPING	11
PRINCIPAL DATA ENTRY MACHINE OPERATOR	10
RECEPTIONIST/TYPING	04
SENIOR CLERK	04
SENIOR CLERK BI-LINGUAL	05
SENIOR CLERK STENOGRAPHER	08
SENIOR CLERK TRANSCRIBER	08
SENIOR DATA CONTROL CLERK/TYPING	09
SENIOR DATA CONTROL CLERK/TRANSCRIBER	10
SENIOR DATA ENTRY MACHINE OPERATOR	07
SENIOR DATA PROCESSING SYSTEM PROGRAMMER	36
SENIOR RECEPTIONIST/TYPING	07
SUPERVISING CLERK	11
SUPERVISING CLERK STENOGRAPHER	14
SUPERVISING CLERK TRANSCRIBER	12
SUPERVISING DATA CONTROL CLERK	12

The Bi-lingual variant for all titles shall be one range higher than the non-bilingual, except for Principal Clerk Bi-lingual which shall be a Range 10.

**EXHIBIT B: SALARY RANGES**

January 1, 2023			January 1, 2024		
\$3,500			\$2,800		
RANGE	MIN	MAX	RANGE	MIN	MAX
2	33,885	50,642	2	36,685	53,442
3	34,609	52,412	3	37,409	55,212
4	35,332	54,268	4	38,132	57,068
5	36,055	56,222	5	38,855	59,022
6	36,778	57,862	6	39,578	60,662
7	37,502	59,565	7	40,302	62,365
8	38,225	61,337	8	41,025	64,137
9	38,946	63,181	9	41,746	65,981
9A	41,000	65,235	9A	43,800	68,035
10	39,671	65,099	10	42,471	67,899
11	40,394	66,345	11	43,194	69,145
11A	44,000	69,951	11A	46,800	72,751
12	41,116	67,623	12	43,916	70,423
13	41,841	68,933	13	44,641	71,733
14	42,563	70,276	14	45,363	73,076
14A	44,000	71,576	14A	46,800	74,376
36	64,685	115,291	36	67,485	118,091

January 1, 2025		
2.50%		
RANGE	MIN	MAX
2	37,602	54,778
3	38,344	56,592
4	39,085	58,495
5	39,826	60,498
6	40,567	62,179
7	41,310	63,924
8	42,051	65,740
9	42,790	67,631
9A	44,895	69,736
10	43,533	69,596
11	44,274	70,874
11A	47,970	74,570
12	45,014	72,184
13	45,757	73,526
14	46,497	74,903
14A	47,970	76,235
36	69,172	121,043

January 1, 2026		
2.50%		
RANGE	MIN	MAX
2	38,542	56,148
3	39,303	58,007
4	40,062	59,957
5	40,822	62,010
6	41,582	63,733
7	42,342	65,522
8	43,102	67,384
9	43,859	69,321
9A	46,017	71,479
10	44,621	71,336
11	45,381	72,645
11A	49,169	76,434
12	46,139	73,988
13	46,901	75,364
14	47,660	76,775
14A	49,169	78,141
36	70,901	124,069



