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## **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 this 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 March 14, 2007 BETWEEN THE BURLINGTON COUNTY PROSECUTOR, hereinafter referred to as the "EMPLOYER" AND THE PROSECUTOR'S LIEUTENANTS AND SERGEANTS, hereinafter referred to as the "EMPLOYEE", as represented by the POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #320, hereinafter referred to as "PBA Local 320".

NOW, THEREFORE, the parties agree with each other as follows:

### **Article I Recognition**

The employer recognizes PBA Local 320 or its successor or assigns as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all County Lieutenants and Sergeants employed by the employer.

### **Article II Collective Bargaining Procedure**

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 employees.

Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the employer or employees.

Lieutenants and Sergeants of the Prosecutor's Office of Burlington County designated by the employees to participate in collective bargaining meetings called 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 III Representatives**

#### Grievance Representatives

The employer shall permit the grievance representative or alternate representative to conduct his/her 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.

#### Negotiating Committee

The employer shall permit members of the Employees' Negotiating Committee to attend collective bargaining meetings during the duty hours of its members, without loss of pay.

### **Article IV Definitions**

The following words and terms, when used in this contract, shall have the following meanings, unless the context clearly indicates otherwise:

**ANNIVERSARY DATE** - date of hire, to include all prior continuous service with any state, county, or local government except for employees hired after January 21, 1980.

**DATE OF RANK** - date of most recent title change or promotion.

**DAY** - when a day or days are referred to for purposes of submitting or responding to a report or grievance, the word "day" shall be assumed as a working day or day of business, except when further defined in this agreement.

**DEPENDENTS** - include employee's spouse and an employee's unmarried children including any stepchildren and legally adopted children dependent upon employee for complete support and maintenance.

**GRIEVANCE** - means any controversy arising over the language or adherence to the terms and conditions of this agreement and may be raised by the Prosecutor, an individual, or PBA Local 320.

**HOURLY RATE** - shall be computed by dividing the employee's annual base salary by the number of working days during the calendar year in which the employee is working, thereby producing the employee's daily rate; the daily rate is then divided by 8 (or the number of hours in a work day), thus producing the employee's hourly rate.

**IMMEDIATE FAMILY** - means father, mother, spouse, child, stepchild, sister or brother of the employee. It shall also include grandchild, grandmother, grandfather, father-in-law, mother-in-law to include relatives and foster children of the employee residing in the employee's household.

**OVERTIME** - means all hours worked in excess of 8 hours in a 24-hour daily period and compensation will be at the rate of time and one half for time worked. Employees qualified to receive overtime pursuant to this agreement are sergeants.

**PAY STATUS** - regular working hours, including but not limited to, actual hours worked. Shall include any hours for which contractual benefit time is received, i.e., vacation, personal time, compensatory time, sick time, or holiday time.

**PERMANENT EMPLOYEE** - any member of the negotiating unit employed by the Burlington County Prosecutor who has been certified by Civil Service or who has completed the requisite probationary period of ninety (90) days.

**RANK** - defined as Detective Investigator, Detective Sergeant, Detective Lieutenant.

**TITLE** - defined as Detective Sergeant and Detective Lieutenant. These titles are not intended to alter the status of any non-classified County investigator appointed pursuant to N.J.S.A.2A:157-10.

For the purposes of this agreement the term "Lieutenants and Sergeants" shall be defined as full time employees, to include the plural as well as the singular, and to include females as well as males.

## **Article V 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 Civil Service; to hire and lay off classified employees in accordance with Civil Service 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 PBA Local 320 agree that all management rights not specifically listed herein are also retained by the employer.

## **Article VI Employees' Rights**

Employer hereby agrees that every employee shall have the right freely to organize, join and support the PBA Local 320 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 PBA Local 320 and its affiliates, his/her participation in any activities of PBA Local 320 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 and Constitution of the State of New Jersey.

## **Article VII Grievance Procedure**

A. The purpose of the grievance procedure shall be to settle grievances between the employer and a 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 his/her representative (grievance committee) shall present a written statement of the alleged grievance to the Chief of Detectives or his designee within five (5) days after the incident. The Chief of Detectives or his designee will review the grievance, investigate the facts and submit a written answer to the grievant within seven (7) days of the submission date on the grievance form.

2. If the grievant is not satisfied with the answer submitted by the Chief of Detectives during the Step I stage of his/her process, the same shall be reduced to writing by the grievant and his/her representative and submitted to the Prosecutor within ten (10) days.

3. The Prosecutor or First Assistant Prosecutor shall review the matter and, within fifteen (15) days of the receipt of the complaint, submit a written decision with respect to the alleged grievance. Such decision is made by the Prosecutor shall be final and binding on all issues not otherwise appealable.

B. As to unclassified non-Civil Service employees who may be discharged by the employer during the term of this agreement, the following procedure shall apply:

1. The employee so affected may, within three (3) days after notification of his/her discharge, request in writing a hearing before the Prosecutor. Such hearing shall be scheduled by the employer within seven (7) days of receipt of the employee's written notice requesting same. The employee may have a representative of his/her choice at the hearing.

2. The decision of the Prosecutor shall be rendered within three (3) days after the hearing, and such decision shall be final and binding.

C. It is hereby agreed that this agreement shall, in no way, limit or restrict PBA Local 320 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 VIII Hours and Overtime**

A. For all permanent employees in the Prosecutor's Office, the work day shall be eight and one half (8.5) consecutive hours per day, inclusive of a half-hour unpaid lunch, forty (40) hours per week. The work week shall consist of five (5) consecutive days.

B. For employees qualified to receive overtime, payment of overtime for all hours in a pay status in excess of eight (8) hours, as defined in this contract, in a 24-hour daily period, and all hours worked on Saturdays, Sundays or Holidays shall be at the rate of time and one half, with the exception of Easter, Thanksgiving, Christmas and New Year, where the hours worked will be paid at the rate of double time. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half hour, except that no payment will be made for an initial period of less than fifteen (15) minutes.

1. Overtime will be compensated with compensatory time or payment on the basis of one and one half hours or double time where applicable, for each hour of overtime worked.

2. 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 45 days from the date earned or within 30 days after the end of the calendar year, whichever is sooner if the use of the compensatory time does not unduly disrupt the operation of the office.

If compensatory time cannot be scheduled by the Prosecutor within 45 days from the date earned or within 30 days after the end of the calendar year, the employee shall be compensated at the rate the time was earned.

3. Upon termination of employment, an employee shall be paid for unused compensatory time at the employee's current rate.

4. Prior authorization and approval by the Chief of County Detectives or his representative must be obtained before overtime is worked.

5. An employee shall be required to maintain appropriate records of overtime as required by the employer and must be submitted within 24 hours, when possible, to the employee's supervisor, but in no event later than three (3) work days after the time worked.

C. Regular working hours shall consist of any consecutive eight and one half (8.5) hour period.

#### CURRENT SCHEDULES IN EFFECT:

1. 8:30 AM to 5:00 PM
2. 9:00 AM to 5:30 PM
3. 10:00 AM to 6:30 PM
4. 11:00 AM to 7:30 PM
5. 12:00 PM to 8:30 PM
6. 1:00 PM to 9:30 PM

[For the purposes of meeting operational demands and with as much notice as operationally possible, employees may be assigned for a temporary period to work a 12:00 PM to 8:30 PM or a 1:00 PM to 9:30 PM shift. It is not the Prosecutor's intent to permanently designate employees to either of these two shifts.]

Should the Employer determine that a change in an employee's schedule or shift is required for greater than (5) days, the Employer will provide the employee with seventy-two (72) hour notification prior to shift or schedule changes.

Nothing in this contract shall prevent the employer from modifying these established schedules to meet exigent operational circumstances or other goals as may be determined necessary.

D. Call Back Time: Any employee who is ordered or directed by a supervisor to return to work shall be paid a minimum of three hours at the employee's overtime rate.

1. Call Back Time: Compensable overtime shall not begin to accumulate until the employee arrives at the call out location, regardless of when the employee received notification of the assignment. Compensable time shall conclude when the employee has been cleared or released from the assignment. Additionally, 30 minutes of travel time shall be added to the call out assignment. Notwithstanding, an employee who is ordered or directed by a supervisor to return to work shall be paid a minimum of three hours at the employee's overtime rate (inclusive of the 30 minute travel allowance).

2. In the exceptional circumstance where an employee is required to perform work in excess of five (5) minutes prior to reporting and responding to a call back assignment, the employee may request compensation for that period (which shall be in addition to the 30 minute travel allowance as outlined above) which shall be submitted through the chain of command.

3. If a call back assignment overlaps with an employee's workday, the employee may elect to treat the assignment as part of his/her workday and deduct the actual length of the assignment (plus the 30 minutes for travel allowance) from the normal workday and complete the workday early as a form of flex-time.

E. For employees holding the rank of Lieutenant only, the Prosecutor or his designee shall permit Lieutenants to earn a bank of compensatory time as a result of extraordinary assignments that may occur on nights or weekends. These extraordinary assignments would include, by way of example, (but are not limited to), narcotics investigations involving wiretaps, homicide investigations, sexual assault investigations, or other serious and emergent investigations which require a Lieutenant to perform his/her duties and responsibilities in excess of the 40 hour work week.

Any request to use compensatory time shall be promptly submitted in writing to the Prosecutor or his designee after said hours are earned. Compensatory time, consistent with the above examples, will be approved by the Prosecutor or his designee "hour for hour" up to a total annual maximum of sixty (60) hours.

After a Lieutenant has accumulated a total of sixty (60) hours of compensatory for the calendar year, the Prosecutor, or his designee, shall utilize his sole discretion in reviewing additional requests for compensatory time. It is further understood that any requests above sixty (60) hours of accumulated annual compensatory time may not be approved and in determining whether to grant additional approval various factors will be considered by the Prosecutor or his designee including the following: the nature of the emergent assignment, the number of hours spent on said assignment, the total number of compensatory hours accumulated year to date by said Lieutenant, and the operational impact on the Office if said additional compensatory time is approved.

Compensatory time earned by Lieutenants shall be used within 45 days from the date earned or within 30 days after the end of the calendar year, whichever is sooner, unless waived by the Prosecutor or his designee. In no event shall said compensatory time approved be submitted to the County for monetary compensation.

## **Article IX Stand-By and Primary Duty**

**STAND-BY DUTY:** The Prosecutor shall provide an annual stipend in the amount of \$2,500 for any employee who is required to be on stand-by duty. Stand-by duty shall require said employee to remain alert and available for immediate re-call to active duty status on an “as needed” basis. Stand-by duty shall also require said employee to be available for notification or consultation by/with the primary duty detective as issues arise beyond the employee’s scheduled shift. Stand-by duty shall also require said employee to be available for supervision and to provide advice through the chain of command to other employees in the Burlington County Prosecutor’s Office who may be required to respond to overtime calls. Such employee receiving said \$2,500 annual stipend shall remain alert, available and on call from the conclusion of his/her active duty work day until the beginning of his/her next active workday and shall include all day Saturday, Sunday and holidays. For 2010, the stipend amount shall increase to \$3,000.

Such annual stipend shall be pro-rated on a quarterly basis and paid on the first payday in December of each calendar year but shall not be added in to said employee’s base pay. Employees shall be limited to a total of \$2,500 yearly for all such duties.

The following employee assignments shall be eligible for the stand-by stipend:

Primary Sergeant in Major Crimes  
Sergeant in Sexual Assault and Child Abuse unit  
Operations Lieutenant  
Narcotics Task Force Lieutenant

The back up-sergeant for major crimes or SACA who is covering for full week absences due to vacation, extended illness or other leaves of absence on behalf of the primary sergeant assigned to major crimes or the sergeant assigned to SACA, shall be entitled to a pro-rata payment of the annual stipend. In the Prosecutor’s sole discretion, he/she shall add to the above list additional qualified-assignments.

**PRIMARY DUTY:** Any Sergeant designated by the Chief of Detectives as a primary duty detective for a period of one-week (7 days) shall be separately compensated a cash stipend of two hundred dollars (\$200) for each assigned week.

## **Article X Leave of Absence**

A permanent employee who is temporarily either mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the service, or who for any reason considered good by the prosecutor desires to secure leave from his/her regular duties may, with approval of the Prosecutor, be granted special leave for a period not exceeding

six months. Any employee requesting special leave without pay shall submit his/her request in writing stating the reason why, in his/her opinion, the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty. For each separate case of special leave without pay other than as herein provided under the statutes, the Prosecutor shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the classification. At the sole discretion of the Prosecutor, such leave time, as stated above, may be extended.

### **Article XI Family/Medical Leave**

Family leave as set forth in 29 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 the Agreement pursuant to the terms of that Act and/or regulations.

### **Article XII Military Leave of Absence**

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 of the bargaining unit.

### **Article XIII Absence Without Leave**

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

A. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and shall be cause for disciplinary action or dismissal.

B. Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing, unless a valid and justifiably acceptable reason exists why proper notice could not be given during the time period stated.

### **Article XIV Holidays**

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 12, known as Lincoln's Birthday.

4. Holiday celebrated on the 3rd Monday in February.
5. Good Friday.
6. Last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. Fourth Thursday in November, known as Thanksgiving Day.
13. Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.

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

Employees must be in a pay status the workday before and the workday after a holiday to be paid for a holiday.

## **Article XV Personal Leave**

All employees covered by the provisions of the agreement shall be entitled to three (3) days a year leave of absence with pay for personal business. Said leave shall not be taken unless 24 hours notice thereof has been given to the employee's supervisor. The Prosecutor reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal leave days shall be prorated at one (1) for each four (4) months of service during the first year of employment or last year of employment.

## **Article XVI Vacations**

Permanent employees in the County service shall be entitled to the following annual vacation with pay subject to scheduling approval by the Prosecutor.

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 ( $\frac{1}{2}$ ) 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 permanent service are credited on January 1 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. 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.

## **Article XVII Sick Leave**

A. Sick leave defined: Proof of need of leave; Sick leave is hereby defined to mean absence from post of duty for an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance may be required as sufficient proof of need of absence or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family.

In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six-month period as a sufficient proof of need of leave of absence of the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In the case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the Prosecutor shall be sufficient.

B. 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 ( $\frac{1}{2}$ ) 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.

1. 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.

2. 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 one and one-quarter (1-1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time

C. If an employee is absent five (5) consecutive working days because of personal illness as set forth in the above rule, the Prosecutor shall require acceptable evidence of recovery by a doctor's certificate stating the nature of the illness and anticipated length of time the employee will be absent from his/her duties.

D. The employer shall, at all times, have the right to allow additional sick leave on such basis as the employer shall deem appropriate.

E. Unused sick leave shall accumulate from year to year.

F. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave herein above set forth, shall notify the office by telephone or personal messenger within one (1) hour of the beginning hour. Failure to do so may result in the loss of pay for the period of absence.

G. Failure to so notify his/her supervisor shall be cause of denial of the use of sick leave for that absence. Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

H. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by a physician selected by the employer. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and that his/her return will not jeopardize the health of other employees. Cost of the examination shall be borne by the employer. Employees shall notify the Prosecutor of their intention to return at least seven (7) working days prior to their intended return date.

I. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave. Sick leave shall be prorated during the last year of employment.

## **Article XVIII Occupational Injury Leave**

A. Any employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day of injury or illness. This shall include any medically-declared quarantine caused by an occupational exposure to a contagious disease. Said employee shall be eligible for a leave of absence for the entire period of disability.

Any employee who suffers any emotional or psychological occupational-related impairment shall also be eligible for a leave of absence for the entire period of disability. The DDP, as referred to in Paragraph B of this Article, shall determine if the impairment is directly attributable to the unique duties of a Sergeant or Lieutenant.

B. Any employee who is disabled for a period of more than five (5) consecutive working days as the result of an occupational injury or illness directly attributable to the unique duties and responsibilities of a Sergeant or Lieutenant shall be granted a leave of absence with full pay for the entire period of disability, such leave of absence with full pay for the entire period of disability, such leave of absence to be limited to a maximum period of one (1) year from date of injury or illness. In the event that five (5) or more sick days are charged against an employee, said sick days shall be returned and credited to the employee's sick leave bank. A Disability Determination Panel (DDP) consisting of the Freeholder Director assigned to the Prosecutor's Office, the Prosecutor, and a mutually-agreed upon neutral third party member chosen by the Prosecutor and the Board of Chosen Freeholders shall determine whether an injury is directly attributable to the unique duties of a Sergeant or Lieutenant. The determination made by the panel shall be final and binding.

C. Employees returning from an authorized leave of absence as set forth in (A) and (B) above shall be restored to their original job classification at the appropriate rate of pay with no loss in seniority, sick days or other employee rights, privileges and benefits except as modified above.

## **Article XIX Insurance Benefits**

### **A. Health Benefits**

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

1. All employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

<u>Pref.</u>	<u>Doctor's visits</u>	<u>Prescription Generic</u>	<u>Prescription Brand Preferred</u>	<u>Prescription Brand Non-</u>
7/1/07	\$20.00	\$5.00	\$20.00	\$35.00
1/1/08	\$20.00	\$5.00	\$25.00	\$40.00
1/1/09	\$20.00	\$5.00	\$30.00	\$45.00
1/1/10	\$20.00	\$5.00	\$30.00	\$50.00

After the initial prescription has been filled and/or 90 days has expired, all maintenance medications 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.

Additionally, visits to the emergency room will have the following co-pays:

7/1/07 – 12/31/10: \$50.00

A copy of this 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 dependants 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 turn age 23. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates the child is a dependent and still in school full-time.

2. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A (1) 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, advance notice will be given to the Union, 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, 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.

3. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or 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.

4. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County, as defined by the anniversary date in this contract, shall be eligible to have his/her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the county. The employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverage's for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

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

The county shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

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 lifetime which is separate from the maximum mentioned above.

Effective 7/1/07, employees shall contribute/ pay dental premiums each pay period (to be deducted from bi-weekly paychecks) as follows:

\$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.

C. Eye Care Plan of America

Effective January 1, 1994 employees shall be offered participation in the Eye Care Plan of America.

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. Defense Litigation

1. The employee agrees upon becoming involved as a party to "civil" litigation arising from his/her employment, to immediately notify the employer of said legal action. The employer will be responsible for an appropriate defense in accordance with the law.

2. In the event of an employee being charged with a criminal offense (including motor vehicle offenses) arising out of an incident while on duty, the employee shall be reimbursed for the costs of defense, including reasonable attorney fees, upon the charge being dismissed, withdrawn or upon acquittal. Unless on assignment, travel to and from the assigned job site shall not constitute being on duty.

## **Article XX Transportation & Investigative Expenses**

A. Employees authorized to use privately-owned automobiles in work-connected activities shall be reimbursed for expenses incurred *at the I.R.S. established mileage rate*. Transportation expenses shall be paid by voucher which shall be submitted on a monthly basis, or at such time and in such form as the employer may require.

B. All expenses incurred by an employee during the course of all official duties including, but not limited to, investigations, schools or seminars will be reimbursed, excluding meal expenses incurred during the regular working hours when said investigation does not require an overnight stay. The authorized meal allowance is listed below:

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$20.00

C. For overnight trips the authorized meal allowances for each meal shall be waived, however, the cost of the meals shall not exceed forty-two dollars (\$42.00) per diem. Such expenditures shall be supported by receipts.

D. The immediate supervisor will examine all expense documents submitted and certify them as being valid.

## **Article XXI Other Benefits**

A. Coffee Break - Ten-minute coffee breaks in the morning and afternoon are permitted. The time of the break shall be determined by the supervisor in charge.

B. Tuition Reimbursement - Employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Prosecutor after written request to and recommendation by the Chief of Detectives. An employee seeking approval for tuition reimbursement shall advise the Prosecutor by September 1<sup>st</sup> of the year prior to taking courses of his/her intention to do so to enable the Prosecutor to budget for reimbursements.

If approval is granted, the employee must submit evidence that he/she has obtained a grade equivalent to a "C" or better. The amount of reimbursement shall be limited to the equivalent cost of six (6) under-graduate credit hours at Rutgers, the State University, for a semester.

Any employee who successfully submits a request and is approved, as indicated above, for graduate level courses shall be reimbursed based on the Rutgers University Graduate School rate. Such reimbursement, as above, will be limited per course request to the cost of six (6) graduate level credited hours at Rutgers Graduate School, the state university.

C. Clothing Allowance - When an employee, during work-related duties, damages clothing, such employee shall be reimbursed for the full amount thereof upon presentation of receipt for damages or two quotes for repair and/or replacement, and a report submitted to the Chief of Detectives explaining the circumstances surrounding the loss.

All employees assigned to the Police Academy by the Prosecutor who are required to wear uniforms shall be eligible for a uniform maintenance allowance of \$250 per calendar year. Upon the submission of receipt, reimbursement shall be on July 1 and December 1 of each calendar year.

## **Article XXII Equal Employment**

A. The employer and PBA Local 320 hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, sexual orientation, handicap or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations. There shall be no discrimination, interference or coercion by employer or any of its agents against the employees represented by PBA Local 320. Neither the employer nor PBA Local 320 shall discriminate against any employee because of race, creed, color, age, sex, national origin, religion, marital status, handicap or political affiliation.

## **Article XXIII General Provisions**

A. The Prosecutor and PBA Local 320 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 PBA Local 320 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 duly authorized representative of the majority representative (P.B.A. or F.O.P.) 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 delegate's meeting without loss of pay or time.

## **Article XXIV No Strike Pledge**

A. PBA Local 320 covenants and agrees that during the term of this agreement, neither PBA Local 320, 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/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and

proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the County Prosecutor. PBA Local 320 agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walk-out or other job action, it is covenanted and agreed that participation in any such activity by any employee shall entitle the County Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to application of the Civil Service Law.

C. PBA Local 320 will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out, or other job action against the County Prosecutor.

D. Nothing contained in this agreement shall be construed to limit or restrict the County Prosecutor in his right to seek and obtain such judicial relief as he may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by PBA Local 320 or its members.

## **Article XXV Seniority**

Seniority shall be given preference for purposes of internal scheduling in the Prosecutor's Office for vacations and personal leave.

## **Article XXVI 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 PBA Local 320 shall have the right to grieve with reference to the same within five (5) working days after the same are posted or disseminated and/or copy sent to PBA Local 320.

Such rules and regulations shall be equitably applied and enforced.

## **Article XXVII Fully Bargained Provisions**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

## **Article XXVIII Agency Shop**

Upon receiving the written voluntary authorization and assignment of an employee covered by this agreement, the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the PBA during the full terms of this Agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deduction to the Financial Secretary of PBA Local 320.

B. If, during the life of this agreement, there shall be any change in the rate of membership dues, PBA Local 320 shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. PBA Local 320 will provide the necessary "Check-off authorization" form and PBA Local 320 will secure the signatures of its members on the forms and deliver the signed forms to the Employer.

D. Any employee in the bargaining unit on the effective date of this Agreement who does not join PBA Local 320 within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall pay a representation fee to PBA Local 320 by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular PBA membership dues, fee and assessments as certified to the Employer by the PBA, PBA Local 320 may revise its certification of the amount of the representation fee at any time to reflect changes in PBA Local 320 membership dues, fees and assessments. PBA Local 320's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as PBA Local 320 remains the majority representative of the employees in the unit, provided that no notification is made in this provision by a successor agreement between PBA Local 320 and the Employer.

E. The Employer also agrees to preclude all non-member employees from authorizing payroll deduction for any employee organization other than PBA Local 320.

F. PBA Local 320 hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13A-5.5, et seq.

G. PBA Local 320 will defend, indemnify and save the County and Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken by the County and Employer pursuant to the provisions of this section of the Agreement.

## **Article XXIX Separability & Savings**

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unenforceable or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

## **Article XXX Salary**

General Principles:

It is agreed that to be covered by the retroactive wage provisions of this Agreement, an employee shall have maintained full-time employment with the Prosecutor's Office up to and including the date of full execution of this Agreement by all parties.

Continuous years of experience for the purposes of this Article shall commence with the date of promotion to the respective rank and all service up to the effective date (e.g., 1/1/\_\_\_) less any periods of time deducted for special leaves of absence pursuant to Art. X.

### Lieutenants:

Effective 1/1/07, all lieutenants with less than eighteen (18) months of continuous experience in the rank shall receive \$94,339; all other lieutenants shall receive \$99,567.

Effective 1/1/08, all lieutenants with less than eighteen (18) months of continuous experience in the rank shall receive \$99,131; all other lieutenants shall receive \$104,742.

Effective 1/1/09, all lieutenants with less than eighteen (18) months of continuous experience in the rank shall receive \$102,099; all other lieutenants shall receive \$108,378.

Effective 1/1/10, all lieutenants with less than eighteen (18) months of continuous experience in the rank shall receive \$105,067; all other lieutenants shall receive \$111,514.

### Sergeants:

Effective 1/1/07, all sergeants with less than eighteen (18) months of continuous experience in the rank shall receive \$85,083; all other sergeants shall receive \$89,899.

Effective 1/1/08, all sergeants with less than eighteen (18) months of continuous experience in the rank shall receive \$88,510; all other sergeants shall receive \$93,520.

Effective 1/1/09, all sergeants with less than eighteen (18) months of continuous experience in the rank shall receive \$91,160; all other sergeants shall receive \$96,820.

Effective 1/1/10, all sergeants with less than eighteen (18) months of continuous experience in the rank shall receive \$93,810; all other sergeants shall receive \$99,620.

### **Article XXXI Effective Dates**

This agreement shall become effective as of January 1, 2007 and shall terminate on December 31, 2010. All salaries and benefits in this Agreement shall be retroactive to January 1, 2007.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

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WITNESSETH:

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Robert D. Bernardi, Prosecutor

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Raymond E. Milavsky, 1<sup>st</sup> Assistant

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Jeffrey Craig, Lieutenant  
PBA Local #320

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Steven Scalici, Lieutenant  
PBA Local #320

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Jay Brown, Sergeant  
PBA Local #320

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FOR THE FUNDING AGENT:

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James K. Wujcik, Freeholder-Director

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Augustus M. Mosca, County Administrator/  
Board Clerk