

2020-2022 AGREEMENT

**between the
Burlington County Prosecutor**



**and
Prosecutor's
Lieutenants and Sergeants
as Represented by
Policemen's Benevolent Association
Local #320**

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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 relations with the 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 22, 2021, IS 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

A. 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.

B. 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 as a Burlington County Prosecutor's Investigator.

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 any appeals of minor disciplinary actions (i.e., suspensions or fines of five (5) days or less). These 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 eight (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 eight (8) hours in a twenty-four (24) hour daily period and compensation will be at the rate of time and one-half (1½x) 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, and 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 (including but not limited to assignment/scheduling of shifts), to plan, direct and control operations; to discontinue, reorganize, or combine any section with any consequent reduction or other changes in the working force; to hire and lay off employees in accordance with this agreement; 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 this procedure is to secure, at the lowest level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of PBA Local 320.

C. The majority representative or its designee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of PBA Local 320 to appear with him/her or in his/her absence, in accordance with the following steps:

Step 1: The majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) calendar days after the receipt of the grievance.

Step 2: In the event a satisfactory settlement has not been reached through Step 1 procedures, the Employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) calendar days following the receipt of the decision at Step 1. The Prosecutor, or designee, shall render a written decision within ten (10) calendar days after the receipt of the grievance.

Step 3: In the event that the aggrieved person and/or PBA Local 320 is not satisfied with the decision of the County Prosecutor, the aggrieved person or PBA Local 320, on his/her behalf, has fifteen (15) calendar days to file for binding arbitration with the New Jersey Public Employment Relations Commission (PERC).

- a. The cost of services of the Arbitrator shall be borne equally by the County of Burlington and PBA Local 320. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.
- b. The Arbitrator's decision shall be final and binding on both parties.

D. 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 the New Jersey Public Employment Relations Commission (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 (8½) 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 twenty-four (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's Day, 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 forty-five (45) days from the date earned or within thirty (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 forty-five (45) days from the date earned or within thirty (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 their 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 twenty-four (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 (8½) hour period.

CURRENT SCHEDULES IN EFFECT:

- 1. 8:00 AM to 4:30 PM
- 2. 8:30 AM to 5:00 PM
- 3. 9:00 AM to 5:30 PM
- 4. 10:00 AM to 6:30 PM
- 5. 11:00 AM to 7:30 PM
- 6. 12:00 PM to 8:30 PM
- 7. 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 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 five (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 (3) 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. Additionally, forty-five (45) minutes of total travel time shall be compensated in addition to the call out assignment and overtime calculations determined in Paragraphs a. and b. below. Notwithstanding the foregoing, an employee who is ordered or directed by a supervisor to return to work shall be paid as follows:

a. If the employee is cleared to return home from the call back assignment prior to the commencement of the employee's next regularly scheduled shift, all time dedicated to said call back assignment shall be deemed to be overtime. In this situation, the employee shall receive a minimum of three (3) hours overtime for said call back if less than three (3) hours was required to complete the call back assignment.

b. Alternately, if the employee is called back to work and said call back assignment is continuous and extends into the employee's next regularly scheduled shift, then the Prosecutor reserves the right to modify or flex the employee's eight and one-half (8½) hour shift to include the time worked on the call back assignment as regular time. However, in such event where the Prosecutor exercises his right to modify the employee's shift, the employee's modified shift of eight and one-half (8½) hours shall be extended and the modified shift shall include a minimum of eleven and one-half (11½) hours actually worked. Of this eleven and one-half (11½) hour modified shift, eight and one-half (8½) hours shall be deemed regular time and three (3) hours shall be deemed overtime. Any additional time worked continuously beyond the eleven and one-half (11½) hours shall also be calculated as additional overtime hours.

c. Nothing contained in Article VIII, Paragraph D.1.b. above shall prevent the employee from waiving his/her right to earn three (3) hours of call back overtime. In the event that the employee desires to waive his/her three (3) hours of call back overtime, then the employee may conclude his/her modified shift after eight and one-half (8½) hours so long as the employee's supervisor determines that all operational needs have been met. This election by the employee will act as a flexed shift for which no overtime will be paid.

2. In the exceptional circumstance where an employee is required to perform work in excess of fifteen (15) 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 thirty (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 thirty (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 their 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 forty (40) hour work week.

Any request to use compensatory time shall be promptly submitted in writing to the Prosecutor or their designee after said hours are earned. Compensatory time, consistent with the above examples, will be approved by the Prosecutor or their 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 time for the calendar year, the Prosecutor, or their designee, shall utilize their 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 their 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 Prosecutor's Office if said additional compensatory time is approved.

Compensatory time earned by Lieutenants shall be used within six (6) months after the end of the calendar year during which it was earned. 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 a weekly stipend in the amount of one hundred seventy-five dollars (\$175.00) for any Sergeant employee who is required to be on stand-by duty and one hundred dollars (\$100.00) for any Lieutenant 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 one hundred seventy-five dollars (\$175.00) and/or one hundred dollars (\$100.00) weekly 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.

Such weekly stipend shall be paid on the regularly scheduled pay period. Sergeant Employees shall be limited to a total of seven thousand eight hundred dollars (\$7,800.00) yearly for all such duties. Lieutenant Employees shall be limited to a total of four thousand one hundred sixty dollars (\$4,160.00) yearly for all such duties.

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

Any Sergeant in the Major Crimes Unit

Any Lieutenant assigned to oversee or perform functions of the Major Crimes Unit

The Prosecutor retains the discretion to designate the number of sergeants and or lieutenants required to be available for this weekly stand-by duty. However, there will be no less than one Sergeant and one Lieutenant designated each week. In the Prosecutor's sole discretion, he/she may 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 (1) week (seven (7) days) shall be separately compensated a cash stipend of two hundred fifty dollars (\$250.00) for each assigned week.

Holidays: A Sergeant or Lieutenant who is designated for Stand-By or Primary Duty on a Holiday under Article XIV of this Agreement shall receive two (2) hours of compensatory time in addition to the stipend set forth above.

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 (6) 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

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; and
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 twenty-four (24) hour 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: Vacation

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 (½) 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; and
- 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 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 their vacation, shall be compensated in money for any earned unused vacation time.

Article XVII: Bereavement Leave

Employees shall be granted a leave of absence with pay, separate and apart from any other paid leave, in the event of a death of a family member as follows:

- A. Five (5) days in the event of the death of a spouse, domestic partner, common law spouse, child, mother, father, brother sister, step-child, step-mother, step-father, step-sibling, or guardian;
- B. Three (3) days in the event of the death of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, cousin or other "close relative" agreed upon by authorization of the Prosecutor.
- C. In the event additional bereavement leave is requested, the Prosecutor, for good cause, shall at his discretion grant more time to the employee than set forth above.

Article XVIII: 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, a single medical certificate shall be required for every six (6) 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 first through the eighth day of the calendar month. Employees who begin work on the 9th through the twenty-third day of the month shall receive one-half (½) working day for that month. Employees who begin work after the twenty-third 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 (1¼) 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 call 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.

J. Donated Sick Leave Program¹

1. Purpose: Sick Leave is provided by the Prosecutor to be used when an employee is unable to work due to injury or illness to him/herself or to a family member (as defined under the FMLA guidelines). However, a

¹ This Paragraph will not become effective until approved by the New Jersey Civil Service Commission.

catastrophic illness or injury may extend beyond an employee's available sick time. This program will enable other employees to assist by voluntarily donating accrued sick days to assist the employee suffering from catastrophic illness or injury, or directly caring for a family member suffering the same.

2. Definition of Catastrophic Illness or Injury

a. For the purpose of this policy, catastrophic illness or injury is defined as a debilitating illness or injury that requires the employee to be on a prolonged leave of absence from work for sixty (60) or more work days within a year and which requires:

- (1) In-patient care in a hospital, hospice, or residential care facility; or
- (2) Continuing medical treatment or supervision by a health care provider who provides medical verification of the need for the employee's absence for sixty (60) days or more.

b. Medical proof of the existence and continuation of such catastrophic illness/injury shall be required.

c. Examples of such catastrophic illness or injury may include but are not limited to cancer, brain or spinal injury/illness, heart attack, organ failure or debilitation, stroke, immune deficiencies, recovery from major surgeries requiring prolonged leave, organ donation and other conditions, and life-threatening combinations of major illness or injury.

3. Criteria for Acceptance into the Program

a. A Prosecutor's employee shall be eligible to request to be a recipient under the Donated Sick Leave Program if the employee:

- (1) Has completed at least one year of continuous service with the Prosecutor's Office;
- (2) Has exhausted all accrued sick, vacation, personal and all compensatory time off;
- (3) Has not, in the one-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave;
- (4) The employee or their family member must be suffering from a catastrophic illness or injury as defined above which necessitates the employee's prolonged absence from work; and
- (5) The catastrophic illness or injury must be documented by medical evidence signed by a physician describing the nature of the illness or injury and the anticipated duration.

b. An employee who is a recipient under the program will be allocated benefit days based on the physician's anticipated duration of the illness or injury. The Prosecutor retains the right to request, and the employee must provide, medical documentation of continued need for leave at intervals of thirty (30) calendar days beginning from the initial medical verification.

c. A leave recipient shall receive no more than one hundred eighty (180) days/regularly scheduled work shifts of donated sick leave during his/her employment with the Prosecutor.

d. While utilizing donated sick leave, the recipient shall remain in pay status and shall be eligible for any benefits or entitlements accrued thereto. An employee shall continue to accrue all leave time entitlement and shall be entitled to retain such leave time upon his/her return to work.

4. Procedure for Donation

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

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

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

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

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

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

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

Article XIX: 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 Disability Determination Panel (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 DDP consisting of the Freeholder 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 Paragraphs 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 XX: 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 contributory comprehensive County self-funded medical, optical and prescription (Rx) plan to include co-pays as follows:

<u>Doctors Visit</u>	<u>Rx Generic</u>	<u>Rx Brand Preferred</u>	<u>Rx Brand Non-Preferred</u>
\$20.00	\$5.00	\$30.00	\$50.00

After the initial prescription has been filled and/or ninety (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 ninety (90) day supply shall cost one and one-half times (1½x) the applicable retail co-pay indicated above.

Additionally, visits to the emergency room will have the following co-pay: fifty dollars (\$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 their coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of nineteen (19), or if the dependent (as evidenced by being claimed on the employee's federal income tax) is in school as a full-time student, until the end of the month in which they turn age twenty-three (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. 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 Association, 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. Upon submission by the employee of proof of other Health Benefits coverage, the County shall furnish an annual stipend for opting out of the County's health benefits plan in the amount of seven hundred and fifty dollars (\$750.00) 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.

5. 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 their 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 coverages 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 (\$2,000.00) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a two thousand-dollar (\$2,000.00) maximum per lifetime which is separate from the maximum mentioned above.

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 twenty-four (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

Employees shall be offered participation in the Eye Med Plan for eye care.

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 (\$5,000.00) life policy, premiums for the first one thousand dollars (\$1,000.00) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000.00) 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. Upon becoming notified of their involvement as a party to "civil" litigation arising from their employment, the employee shall 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 XXI: Transportation and Investigative Expenses

A. Employees authorized to use privately-owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the United States Internal Revenue Service (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 an overnight trip, 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 XXII: Other Benefits

A. Coffee Break - A coffee break lasting ten (10) minutes 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 1st of the year prior to taking

courses of their 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 Rowan 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 Rowan 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 Rowan University Graduate School.

C. Clothing Allowance

1. 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 a quote for repair and/or replacement, and a report submitted to the Chief of Detectives explaining the circumstances surrounding the loss.
2. The employer shall provide a clothing maintenance reimbursement of up to two hundred fifty dollars (\$250.00) per year for the purpose of reimbursement for damages or repairs resulting from carrying a firearm. Upon the submission of receipts, reimbursements shall be on July first and December first of each calendar year. The two hundred fifty dollars (\$250.00) shall be in addition to any sudden damage covered under Paragraph C.1. above.
3. The employer shall provide a clothing allowance of three hundred dollars (\$300.00) per year for the purpose of purchasing BDU clothing for Sergeants/Lieutenants assigned to the Crime Scene Unit and the High-Tech Crimes Unit. Upon the submission of receipts, reimbursements shall be on July first and December first of each calendar year.

Article XXIII: 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 XXIV: 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 PERC 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 PBA Local 320 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 XXV: 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 XXVI: Seniority

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

For purposes of layoffs and recalls, seniority shall be the determining factor. Seniority is defined as the Employee's Date of Promotion to their current rank with the Burlington County Prosecutor's Office.

Senior employees (defined by Date of Rank) will be given preference (inverse seniority) with regard to layoffs, recalls, and time-off disputes when the job relevant qualifications of

employees are equal. Laid-off employees shall be placed on a recall list for two (2) years. Placement on the recall list shall provide preference to the laid-off employee over any other employee in the event that a position at their former supervisory level position in the Burlington County Prosecutor's Office becomes available.

Upon written request from the Union, the Employer shall furnish a complete seniority list ranked by the actual date that the employee began work as an investigator at the Prosecutor's Office, as well as the Date of Rank.

Article XXVII: Work Rules

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as they 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 XXVIII: 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 XXIX: Union Matters

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

E. 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 XXX: Separability and 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 XXXI: 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 execution of this agreement by both parties.

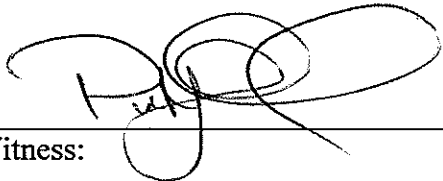
- A. Except as provided in the Paragraphs below, all Sergeants and Lieutenants shall receive a one and three-quarter percent (1.75%) increase to base effective January 1st of each year of the contract (2020, 2021 and 2022).
- B. Existing Sergeants presently making one hundred seven thousand nine hundred seventy-six dollars (\$107,976.00) shall receive an increase of one and three-quarter percent (1.75%) to base, plus \$1000 increase to base, effective January 1st of each year of the contract (2020, 2021 and 2022).
- C. The starting salary for all newly promoted Sergeants shall be one hundred seven thousand nine hundred seventy-six dollars (\$107,976.00) for the year in which the promotion occurs, with a one and three-quarter percent (1.75%) increase for each contract year thereafter; provided however, Detectives presently at Step 10 of the 2017-2019 PBA 320 Detectives/Investigators Collective Negotiation Agreement shall receive a starting salary equal to the increase set forth in Paragraph B. above.
- D. The starting salary for all existing Sergeants that are promoted to Lieutenant shall be the base salary for Lieutenants for the year in which the promotion occurs, with a one and three-quarter percent (1.75%) increase for each contract year thereafter.
- E. The starting salary for all other Sergeants that are promoted to Lieutenant during the term of the contract shall be one hundred twenty-three thousand four hundred forty-four dollars (\$123,444.00) for the year in which the promotion occurs, with a one and three-quarter percent (1.75%) increase for each contract year thereafter.

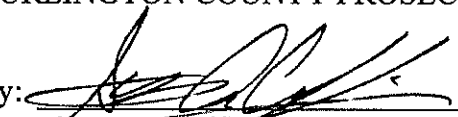
Article XXXII: Effective Dates

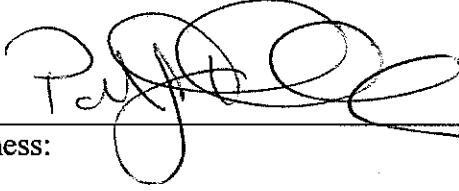
This agreement shall become effective as of January 1, 2020 and shall terminate on December 31, 2022. To be eligible for payment of the salaries and payments retroactive to 2020 as set forth in this Agreement, the Sergeants/Lieutenants must be employed by the Prosecutor as of the date of execution of this agreement by both parties.

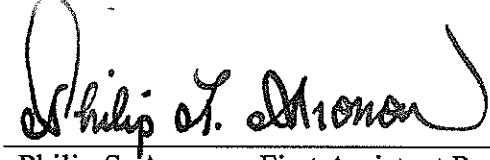
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this day of March 22, 2021.

BURLINGTON COUNTY PROSECUTOR


Witness: 

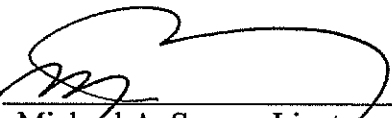
By: 
Scott A. Coffina, Prosecutor


Witness: 

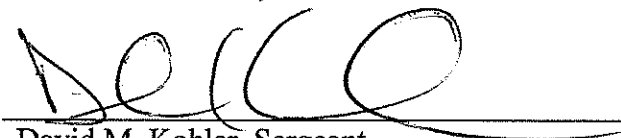
By: 
Philip S. Aronow, First Assistant Prosecutor

**POLICEMEN'S BENEVOLENT ASSOCIATION-
LOCAL #320 SERGEANTS/LIEUTENANTS**

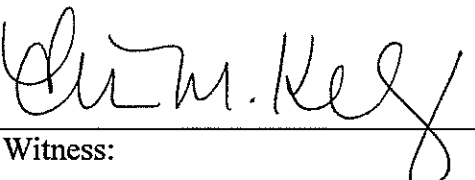
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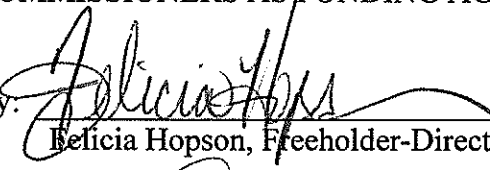
By: 
Michael A. Sperry, Lieutenant

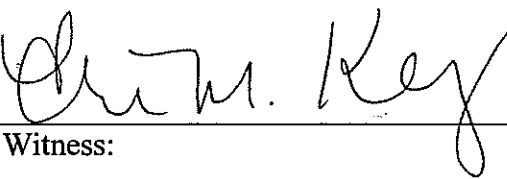
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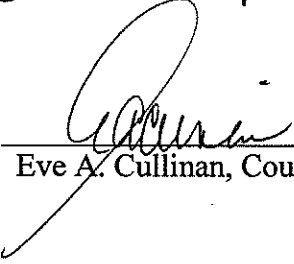
By: 
David M. Kohler, Sergeant

**BOARD OF BURLINGTON COUNTY
COMMISSIONERS AS FUNDING AGENT:**

Witness: 

By: 
Felicia Hopson, Freeholder-Director

Witness: 

By: 
Eve A. Cullinan, County Administrator