

2020-2022

AGREEMENT

*Between*

The Burlington County Prosecutor

and

Burlington County Assistant Prosecutors

as represented by the

Burlington County Assistant

Prosecutors Association

# PREAMBLE

THIS AGREEMENT entered into by and between the Burlington County Prosecutor, hereinafter called the "Employer," and the Burlington County Assistant Prosecutors Association, hereinafter called the "Association," has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work and other conditions of employment.

In consideration of the mutual covenants and understandings stated therein, the parties agree as follows:

## DEFINITIONS

**Association:** Shall mean the Burlington County Assistant Prosecutor's Association, the sole and exclusive collective bargaining organization for all Assistant Prosecutors employed by the Burlington County Prosecutor's Office.

**Assistant Prosecutor:** Shall mean all Assistant Prosecutors employed by the Burlington County Prosecutor's Office except for the Prosecutor and the First Assistant Prosecutor.

**Bargaining Agent:** Shall mean the Burlington County Assistant Prosecutor's Association, the sole and exclusive collective bargaining organization for all Assistant Prosecutors employed by the Burlington County Prosecutor's Office.

**County:** Shall mean the Board of County Commissioners, Burlington County, New Jersey.

**Employees:** Shall mean all Assistant Prosecutors employed by the Burlington County Prosecutor's Office with the exception of the First Assistant Prosecutor.

**Employer:** Shall mean the Burlington County Prosecutor.

**Funding Agent:** Shall mean the Board of Commissioners and the County of Burlington, New Jersey.

**Grievance:** Shall mean a claimed breach, misrepresentation or improper application of the terms of this Agreement.

**Immediate Family:** Shall mean an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under the New Jersey State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon by the approval of the County Prosecutor or designee.

**Members:** Shall mean all Assistant Prosecutors except for the First Assistant Prosecutor.

**Seniority:** Shall be calculated as total years of service as an Assistant Prosecutor in the Burlington

County Prosecutor's Office. (For example, a prosecutor who worked for ten (10) years and then had a two (2) year break in employment and then resumed service with an additional ten (10) years would be credited with twenty (20) years of service.)

**Trustee:** Shall mean a member of the Association elected pursuant to the Association's By-Laws as a representative of the Burlington County Prosecutor's Association.

### **ARTICLE 1: RECOGNITION**

The Employer recognizes the Association as being the bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all Assistant Prosecutors employed by the Burlington County Prosecutor's Office. The Prosecutor and First Assistant Prosecutor are excluded from this Agreement. As to any additional classifications sought to be added by the parties, the parties must agree in writing to said inclusion.

### **ARTICLE 2: ASSOCIATION DUES**

- A. Upon receiving voluntary authorization and assignment of an Employee covered by this agreement, the Employer agrees to deduct membership dues from the salaries of its Employees, subject to this Agreement. Such deductions shall be made in compliance with N.J.S.A. 52:1415.9(e), as amended. Dues shall be in a fixed amount as set by the By-Laws of the Association.
- B. Collection of dues shall commence for each Employee who signs a properly dated authorization form, supplied by the Association and verified by a Trustee of the Association during the month following the filing of such card with the Employer.
- C. The aggregate dues deducted from all Employees shall be remitted to the designated Trustee of the Association, or to a financial institution identified as the banking agent of the Association: These dues deductions shall correspond with the County's pay schedule and shall be remitted to the Association no later than three (3) business days following a County pay day.
- D. If during the term of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish to the Employer amended authorization forms from its members showing the authorized deduction for each Employee, along with official notification on the letterhead of the Association signed by a Trustee of the Association advising of such change.
- E. The Association will provide the necessary authorization form and will secure the signatures of its members and deliver the signed forms to the Employer.
- F. Any Employee of the Association may voluntarily withdraw at any time by filing notice of such withdrawal with the Employer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e (as amended).

- G. The Employer agrees to preclude all non-member employees from authorizing payroll deductions for any employee organization other than the Burlington County Prosecutor's Association.
- H. It is agreed that the Employer shall have no other obligation or liability, financial or otherwise, other than as set forth herein, for actions arising out of the understandings expressed in the language of this section. It is further understood that once the deducted funds are remitted to the Association, the disposition of such funds shall be the sole responsibility of the Association.
- I. The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability including reasonable legal or representation fees resulting from any of the provisions of this Article.

### **ARTICLE 3: WORKING HOURS**

Working hours for Employees covered under this Agreement are generally from either 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. or as established by the Prosecutor. However, with the prior consent of the Prosecutor, Employees may vary their work hours, with the first consideration being the present needs of the Burlington County Prosecutor's Office. Assistant Prosecutors covered by this Agreement are considered professional employees and shall not be required to sign in or out while completing their assigned responsibilities. For the purposes of timekeeping and payroll, full-time Assistant Prosecutors are considered forty (40) hour per week employees who are exempt from overtime compensation under the Fair Labor Standards Act as recognized professionals.

Part-time Assistant Prosecutors shall work a minimum of two (2) days and a maximum of three (3) days per week.

### **ARTICLE 4: SALARY**

- A. **In Year 2020 (January 1, 2020 through December 31, 2020)**, the following shall occur:
  - 1. All members of the bargaining unit shall receive a one percent (1%) across the board pensionable increase to the base salary that they earned as of December 31, 2019.
  - 2. A three percent (3%) "not to base" payment (non-pensionable increase), calculated from the base salary that each member earned as of December 31, 2019, shall be paid to all members of the bargaining unit that are employed on the date a new collective negotiations agreement is signed by the County, the County Prosecutor and the Association. For Employees hired during 2020, this three percent (3%) "not to base" payment shall be calculated from their salary as of their date of hire.
  - 3. All payments referenced in paragraphs 1. and 2. above shall be retroactive and payable back to the date of January 1, 2020.

**B. In Year 2021 (January 1, 2021 through December 31, 2021) the following shall occur:**

1. Retroactive to January 1, 2021, a nineteen (19) step salary progression guide shall be implemented with increments established at two thousand two hundred and fifty dollars (\$2,250.00) per step. The minimum starting salary shall be fifty-nine thousand seven hundred and fifty dollars (\$59,750.00), and the salary guide as agreed to by the parties is contained in Exhibit A. Subsequent to calendar year 2021, each member of the bargaining unit shall advance at least one (1) step annually on January 1<sup>st</sup> until the member reaches step nineteen (19), which is currently set at one hundred and two thousand five hundred dollars (\$102,500.00).
2. The nineteen (19) step salary progression guide includes “double step” advancement which equates to a four thousand five hundred dollar (\$4,500.00) salary increase at steps five (5), ten (10) and fifteen (15). Therefore, when a member is on step four (4), they shall skip step five (5) and advance to step six (6); a member on step nine (9) shall skip step ten (10) and advance to step eleven (11) and a member on step fourteen (14) shall skip step fifteen (15) and advance to step sixteen (16).
3. Once a member of the bargaining unit attains step nineteen (19) on the salary guide, they shall have reached “Senior Status.” Thereafter, the member shall receive salary increases for “Senior Prosecutors” as outlined herein.
4. Assistant Prosecutors will be “on-boarded” onto the Salary Progression Guide retroactive to January 1, 2021, as reflected in Exhibit A attached hereto, notwithstanding any discrepancies between Exhibit A, and the description of “double step” progression in subparagraph two (2) above.
5. Members of the bargaining unit who have attained “Senior Status” shall receive one and three-quarter percent (1.75%) pensionable increases retroactive to January 1, 2021.
6. A merit pool of money consisting of fifty thousand dollars (\$50,000.00) shall be based on merit and performance during the first eleven (11) months of calendar year 2021. This money shall be allocated and distributed no later than December 15, 2021. The Assistant Prosecutors who receive such distributions, and the amount of such distributions, shall be in the Prosecutor’s sole discretion. The payment of this money as distributed shall be in a single lump sum check less withholdings and shall not be deemed to be a pensionable increase in salary.

**C. In Year 2022 (January 1, 2022 through December 31, 2022) the following shall occur:**

1. On January 1, 2022, members of the bargaining unit that are currently progressing on the salary guide shall progress to the next step or receive a “double step” as outlined in the salary progression guide at Exhibit A.
2. Members of the bargaining unit who have attained “Senior Status” shall receive one and three-quarter percent (1.75%) pensionable increases on January 1, 2022.

3. A merit pool of money consisting of fifty thousand dollars (\$50,000.00) shall be distributed among the members of the bargaining unit in the Prosecutor's sole discretion based on merit and performance during the first eleven (11) months of calendar year 2022. This money shall be allocated and distributed no later than December 15, 2022. The Assistant Prosecutors who receive such distributions, and the amount of such distributions, shall be in the Prosecutor's sole discretion. The payment of this money as distributed shall be in a single lump sum check less withholdings and shall not be deemed to be a pensionable increase in salary.
- D. All new employees who are hired after September 1 in any given year will remain at the step they are hired at for the following year.
- E. Assistant Prosecutor's salaries shall not exceed ninety-five percent (95%) of the First Assistant County Prosecutor's salary.

#### **ARTICLE 5: HOLIDAYS**

The following national holidays will be recognized as paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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

Holidays which fall within an Employee's vacation period shall not be charged to the Employee's vacation time.

#### **ARTICLE 6: INSURANCE BENEFITS**

- A. **Health Benefits:** Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:
  1. **Health Insurance Plan Offerings:** Eligible employees shall be given the option of coverage for themselves and their dependents through one of the four contributory comprehensive County-funded medical, optical and prescription plans which are described below. The specific copays, deductibles, coinsurances, limits, and other terms of each plan shall not be altered except through agreement of the parties. The four plans to be offered are as follows:
    - a. **Plan 1:** The County shall continue to offer the health insurance plan which is known as Plan 1 ("Current Plan"). The specific copays, deductibles, coinsurances, limits, and other terms of the Current Plan shall not be altered except through agreement of the parties: Under the Current Plan,

doctor's visits to a specialist or to a primary care doctor, or to any other doctor or such provider in the network shall have a copay charge of twenty dollars (\$20.00). Additionally, visits to the emergency room will have the following co-pay: fifty dollars (\$50.00). The annual deductible for using Out-of-Network providers shall be four hundred dollars (\$400.00) for single coverage and six hundred dollars (\$600.00) for family coverage with a twenty percent (20%) co-insurance contribution.

- b. Plan 2, which shall be known as, the "Modified Version" or "PPO2" shall be modeled after the Current Plan (Plan 1) but shall have the following co-payments and co-insurance requirements; twenty dollars (\$20.00) for primary care physician visits; thirty-five dollars (\$35.00) for specialists; one hundred dollars (\$100.00) for Emergency Room (ER) visits (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers; a fifty percent (50%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.
- c. Plan 3, which shall be known as the "High Deductible Health Plan" ("HDBP"), shall be modeled after the Current Plan but shall have a one thousand five hundred dollars (\$1,500.00) single/three thousand dollars (\$3,000.00) multiparty deductible which shall be paid by the employee before the plan begins to cover eligible expenses, along with the following co-payments and co-insurance: twenty dollars (\$20.00) for primary care physician visits; thirty-five dollars (\$35.00) for specialist visits; one hundred dollars (\$100.00) for Emergency Room (ER) visits (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a twenty percent (20%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network. Further, the County will contribute the following sums toward a Health Savings Account (HAS) to partially offset the cost of the deductible: on after January 15, of years 2020, 2021, and 2022-two hundred fifty dollars (\$250.00) single/five hundred dollars (\$500.00) multi-party; May 15, of years 2020, 2021 and 2022-two hundred fifty dollars (\$250.00) single/five hundred dollars (\$500.00) multi-party; and if the employee and his/her eligible dependents participate in wellness screenings and preventative care in accordance with guidelines established by the U.S. Secretary Of Health and/or the third party administrator, on September 15, of years 2020, 2021 and 2022; an additional two hundred fifty dollars (\$250.00) single/five hundred dollars (\$500.00) multi-party. In order to participate in the HDHP/HSA, an employee must not be enrolled in (or a dependent on) any other healthcare plan.
- d. Plan 4, which shall be known as the "Premiere Choice Plan," shall be modeled after the Current Plan but shall offer a three (3) tiered network for hospital facilities along with the following co-payments and co-insurance requirements: twenty dollars (\$20.00) for primary care physician visits; thirty-five dollars (\$35.00) for specialist visits; and one hundred dollars (\$100.00) for Emergency Room (ER) visits (which shall not be waived upon admission). Within Tier 1, there shall be no deductible or coinsurance. Within Tier 2, there shall be a deductible of five hundred dollars (\$500.00) single/one thousand two hundred fifty dollars (\$1,250.00) multi-party plus a fifty percent (50%) co-insurance for use of Tier 2 providers. Within Tier 3, which shall apply to out-of-network facilities and providers, there shall be a two thousand dollars (\$2,000.00) single/four thousand five hundred dollars (\$4,500.00) multi-party deductible (which shall be inclusive of any Tier 2

deductible); plus a fifty percent (50%) coinsurance. Notwithstanding the tiers outlined above, employees and/or their eligible dependents can visit any hospital without penalty for bona-fide Emergency Room treatment; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

2. All four plans offered shall have the same network unless a change in network occurs due to a change of third-party administrators after a public bidding process. Each of the four plans shall be offered to eligible employees through the duration of the contract term and shall continue to be offered without alteration, unless agreed otherwise during the time that a successor contract is being negotiated between the parties. Employees shall select a health care plan during the Winter Open Enrollment period and must participate in the chosen plan for the entire calendar (plan) year. The County will continue to use its best efforts to offer a broad, nationwide provider network for Plans 1, 2 and 3, and Tiers 1 and 2 of Plan 4; unless the parties negotiate newer plans with limited or exclusive provider networks.
3. The County shall make copies of Summary Plan Descriptions ("SPDs") for each of the four plans available to all employees through the BurlCo Portal (County Intranet), and to the union during open enrollment periods, and shall forward any changes in the SPDs to the union at the time such are made. The SPDs with regard to specific copays, deductibles, coinsurances, limits, and other terms of each plan shall not be altered except through agreement of the parties.
4. A copy of the Current Plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of nineteen (19), or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age of twenty-six (26). Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school pursuant to the Affordable Care Act, children dependents who are not eligible for health benefits through an employer may remain covered until the end of the month in which they reach the age of twenty-six (26). Employees shall certify that no employer or other coverage is available to the adult dependant.
5. During the term of this Agreement, there shall be no change in the level of Health Benefits set forth in Paragraph A. above, paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it



may be in its interest to change the health care provider or administrator, the County shall give the union at least thirty (30) days advance notice, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers (network), all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

6. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible Employees and their covered dependents upon exhaustion of such Employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A. above. In those instances where the leave of absence (or extension of such leave) without pay is for a period of more than ninety (90) days, the Employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said Employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.
  7. 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.
  8. Consistent with and subject to the provisions of P.L. 2011, C.78, employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall have his or her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County at the level enjoyed at the date of retirement. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverage for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree. Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A and B. The County will provide full coverage- for the first ninety (90) days following the date of retirement regardless, of the number of years of service.
  9. Assistant Prosecutors agree to make contributions as required by P.L.2010, Ch. 78 throughout the term of this Agreement.
- B. Prescription Program:** All prescription medications must be processed through a pharmaceutical clinical case management program through the third-party administrator (TPA) or pharmaceutical benefits manager (PBM). As a precondition to using the prescription benefits plan, all employees must sign a HIPAA

compliant release enabling the health benefits third-party administrator to share protected health information (PHI) with the prescription benefits TPA or PBM. Prescriptions (Rx) shall have the following retail co-pays:

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

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

**C. Dental Benefits**

1. The Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.
2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A. (Health Benefits).
  - a. The maximum payable by the carrier for Services other than orthodontic benefits is two thousand dollars (\$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.
3. During the period of this Agreement, Employees shall pay dental premiums as follows:
 

Single	\$ 5.00
Husband/Wife	\$10.00
Parent/Child	\$10.00
Family (Parent/Children or Family)	\$15.00
4. Payroll deductions shall be made twice per month for a total of twenty-four (24) deductions per year. Employees may elect to have the deductions taken from pre-tax wages upon signing a Section 125 authorization form through the Employee Benefits Office.

**D. Eye Care Plan**

Employees shall be offered participation in the Eye Med Vision Care Plan.

**E. 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 insurance policy, premiums for the first one thousand dollars (\$1,000.00) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000.00) of coverage shall be paid by the Employee through the payroll deduction plan.

**F. 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.

**G. IRS Section 125**

The County will continue to provide the opportunity for Employees to set aside a portion of their pre-tax salary into an IRS Section 125 account to be utilized for health benefits, statutory healthcare payments and dependent care expenses.

**ARTICLE 7: VACATION & LEAVES**

**A. Vacation**

1. Assistant Prosecutors shall be entitled to the following vacation with pay subject to scheduling approval by Prosecutor:

First Five Years of employment	15 days
Sixth Year	16 days
Seventh Year	17 days
Eighth Year	18 days
Ninth Year	19 days
Tenth Year	20 days
Eleventh Year	21 days
Twelfth Year	22 days
Thirteenth Year	23 days
Fourteenth Year	24 days
Fifteenth Year & Beyond	25 days

2. An Assistant Prosecutor shall be given credit for the first year of employment regardless of the month of hire in a calendar year. Additional days based upon years of permanent service are credited on January first in the calendar year of the Assistant Prosecutor's employment anniversary. For the purposes of this agreement, there shall be no retroactive crediting of vacation time.

3. When in any calendar year the vacation, or part thereof, is not granted by reason of the necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.
4. All vacation leave is to be taken only as credited. Vacation time may be taken in blocks of one-half (½) day, one (1) day or one (1) hour increments.
5. Although each Assistant Prosecutor is credited with their vacation time at the beginning of the calendar year, vacation time is earned on a prorated basis. The amount of time earned shall be prorated to calculate time owed to the County should the Assistant Prosecutor leave the employ of the Prosecutor's Office for any reason. Deductions will be made from the Assistant Prosecutor's final pay if more vacation has been taken than has been earned.
6. Should an Assistant Prosecutor leave the employ of the Prosecutor for any reason prior to taking his or her vacation, the Assistant Prosecutor shall be financially compensated at their salaried rate for any earned unused vacation time.
7. Part-time Assistant Prosecutors shall be entitled to a pro rata proportion of vacation days based upon the full-time schedule set forth above and based upon the number of days per week worked.

**B. Personal Leave**

1. All Assistant Prosecutors shall be entitled to three (3) personal days per year with pay for personal business, with no accumulation of such leave from year to year. Personal leave time shall be taken in an initial one (1) hour block of accumulated time with the approval of the Employee's unit supervisor. Any time taken in excess of the first hour shall be taken in additional one-half (½) hour increments.
2. Said leave shall not be taken unless notice thereof has been given to the Assistant Prosecutor's supervisor. The Prosecutor reserves the right to deny a request for personal days as conditions warrant.
3. Personal leave days shall be prorated at one (1) day for each four (4) months of service during the first year of employment and the last year of employment.
4. Should an Assistant Prosecutor leave the employ of the Prosecutor for any reason, deductions will be made from the Assistant Prosecutor's final pay for used but unearned personal leave time.
5. Personal leave may be used in full day, half day and one-hour increments of accumulated time. With respect to one-hour increments of personal leave, once the initial one-hour increment is utilized, additional time in excess of one (1) hour may be utilized in one-half (½) hour increments.

### C. Bereavement Leave

1. 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.

### D. Sick Leave

1. Sick Leave is defined to mean the absence from duty of an Assistant Prosecutor because of illness, accident, medical appointment, exposure to contagious disease, attendance upon a member of the Assistant Prosecutor's immediate family that is ill requiring the care of or attendance of the Assistant Prosecutor, or absence caused by death in the immediate family of an Assistant Prosecutor that extends beyond the time provided under the Bereavement Leave provision of this Agreement. For good cause shown this definition of family may be expanded upon request.
2. Assistant Prosecutors shall receive fifteen (15) sick days for each year of service. Unused sick leave shall accumulate from year to year. The Prosecutor, in their discretion, may require acceptable evidence of the need for sick leave at any time if an Assistant Prosecutor is absent for five (5) consecutive working days or fifteen (15) working days within a calendar year. The Assistant Prosecutor shall provide as acceptable evidence of the need for absence or leave, a physician's certificate stating the need for absence or leave.
3. An Assistant Prosecutor who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify their immediate supervisor and the Prosecutor pursuant to office policy. Failure to do so may result in the loss of pay for the period of the absence.
4. Sick Leave shall be prorated during first and last year of employment at the rate of one and one-quarter (1 ¼) days per month.
5. Should an Assistant Prosecutor leave the employ of the Prosecutor's Office for any reason, deductions will be made from the Assistant Prosecutor's final pay if more sick time has been taken than has been earned.
6. Sick leave may be used in full day, one-half (½) day and one (1) hour increments of accumulated

time. With respect to one (1) hour increments of sick time, once the initial one (1) hour increment is utilized, additional time in excess of one hour may be utilized in one-half (½) hour increments.

**E. Donated Sick Leave Program<sup>1</sup>**

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 themselves or to a family member (as defined under the FMLA guidelines). However, a catastrophic illness or injury may extend beyond an employee's available sick time. This program will enable other employees to assist by voluntarily donating accrued sick days to assist the employee suffering from catastrophic illness or injury, or directly caring for a family member suffering the same.
2. Definition of Catastrophic Illness or Injury
  - a. For the purpose of this policy, catastrophic illness or injury is defined as a debilitating illness or injury that requires the employee to be on a prolonged leave of absence from work for 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 not be limited to cancer, brain or spinal injury/illness, heart attack, organ failure or debilitation, stroke, immune deficiencies, recovery from major surgeries requiring prolonged leave, organ donation and other conditions, and life-threatening combinations of major illness or injury.
3. Criteria for Acceptance into the Program
  - a. A Prosecutor's employee shall be eligible to request to be a recipient under the Donated Sick Leave Program if the employee:
    - (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

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<sup>1</sup> This provision shall be effective upon approval by the New Jersey Civil Service Commission.

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 of the program will be allocated benefit days based on the physician's anticipated duration of the illness or injury. The Prosecutor retains the right to request, and the employee must provide, medical documentation of continued need for leave at thirty (30) calendar day intervals 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 their employment with the Prosecutor.
  - d. While utilizing donated sick leave, the recipient shall remain in pay status and shall be eligible for any benefits or entitlements accrued thereto. An employee shall continue to accrue all leave time entitlement and shall be entitled to retain such leave time upon his/her return to work.
4. Procedure for Donation
- a. Requests to be a recipient under the Donated Sick Leave Program shall be submitted to the Prosecutor. Upon approval by the Prosecutor, Prosecutor's Office employees will be notified in regard to the opportunity to donate sick days. To be qualified to donate sick leave time the employees must meet the following criteria:
    - (1) A sick leave donor shall donate only whole sick days and may not donate more than thirty (30) 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; and
    - (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 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 County 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 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.

**F. Family Leave**

Family Leave as set forth in 19 U.S.C., Section 2601, et seq., N.J.S.A. 34:11B-1, et seq., or any amendments thereto shall be available to all Employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

**G. Military Leave**

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

**H. Special Leave of Absence**

An Assistant Prosecutor who is temporarily either mentally or physically incapacitated to perform their duties or who desires to engage in a course of study such as will increase their usefulness on their return to service, or who for any reason considered sufficient by the Prosecutor desires to secure leave from their regular duties may, with approval of the Prosecutor, be granted special leave of absence without pay for a period not exceeding six (6) months. Any employee requesting special leave without pay shall submit their request in writing stating the reason why, in their opinion, the request should be granted, the date when they desire the leave to begin, and the probable date of their 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 their former position on their return from such leave. At the sole discretion of the Prosecutor, such leave time, as stated above, may be extended. While such leave shall not be construed as a break in employment with the Office, sick time, vacation time and personal days will not be earned during such leave.

**I. Occupational Injury Leave**

Any Employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers Compensation Law from the day of injury or illness.

When the Employee is injured on duty, they shall notify the Prosecutor immediately so that a departmental report may be prepared. When an Employee is injured on duty due to an injury



directly caused by their unique responsibilities as an Assistant Prosecutor, they are to receive Workers Compensation due them plus the difference between the amount received in compensation and their net (not gross) salary during the period of temporary disability for a maximum period of three (3) months.

## **ARTICLE 8: MAINTENANCE OF LAW LICENSE**

### **A. Fees for Maintenance of Law License**

Assistant Prosecutors shall be reimbursed by the Prosecutor for fees and costs required to maintain a license to practice law in the State of New Jersey. Said reimbursement shall be limited to the annual attorney assessment to the Client Protection Fund of the New Jersey Bar.

### **B. Continuing Legal Education**

1. Assistant Prosecutors shall be reimbursed by the Prosecutor and the costs of the minimum mandatory Continuing Legal Education credits as mandated by the New Jersey Supreme Court. Assistant Prosecutors shall be permitted to fulfill the mandated continuing legal education credits during work hours. With respect to CLE credits, reimbursement shall be made by the County within thirty (30) days following proof of payment by the Assistant Prosecutor of the requisite fees and costs.
  2. Assistant Prosecutors will be reimbursed for all travel expenses for attendance at approved Continuing Legal Education courses, pursuant to the United States Internal Revenue Service (I.R.S.) mileage rate. Assistant Prosecutors shall make every effort to use County pool vehicles. Reimbursement pursuant to the IRS mileage rate shall be available to Assistant Prosecutors if no County pool vehicles are available for use or if the CLE course is scheduled on a weekend or after work hours. Assistant Prosecutors shall also be reimbursed for tolls and parking expenses with a receipt.
  3. Reimbursement shall be limited to a maximum of twelve (12) credits per year. The Prosecutor may allow reasonable time off without loss of pay, inclusive of travel, to attend Continuing Legal Education courses. Employees shall use their best efforts to attend free or low-cost seminars. Further, the County will not furnish reimbursement for non-job-related courses and Assistant Prosecutors shall continue to follow the Prosecutor's existing policy regarding repayment for training if the Assistant Prosecutor should voluntarily leave employment within twelve (12) months of taking a course.
- C. The Prosecutor's Office shall pay the annual dues of the Association members to the Assistant Prosecutors Association of New Jersey (APANJ).

### **ARTICLE 9: SENIORITY AND STIPENDS**

- A. **Seniority:** The Prosecutor and the Association agree that one of the factors considered by the Prosecutor to make decisions regarding promotions and duty assignments is office seniority. The Prosecutor and the Association further agree that office seniority shall not be affected by any period of maternity, disability or family leave. Nothing in this agreement shall prohibit the Prosecutor from making duty assignments during an Assistant Prosecutor's period of leave that bypass an Assistant Prosecutor who is on approved leave. Upon their return from leave so long as consistent with the Family & Medical Leave Act (FMLA), such Assistant Prosecutor shall not have any right to displace any person promoted or assigned during the period of leave but shall have the period of leave credited to their office seniority. Said seniority shall have only that degree of weight in the promotion or duty assignment process which the Prosecutor ascribes to it in his sole discretion. Further, nothing in this Agreement shall prohibit the Prosecutor from making a "lateral" hire of an experienced attorney and assigning that individual or any currently employed Assistant Prosecutor, to a duty assignment without regard to office seniority.
- B. **Annual Stipend:** Unit Supervisors in the Appellate Unit; CAR/Special Investigations Unit; Family Unit; Gangs, Guns & Narcotics Task Force; Major Crimes Unit; Screening/Grand Jury Unit; Special Victims Unit; and Trial Team Unit will receive an annual stipend of two thousand five hundred dollars (\$2,500.00), payable in December of each year.

### **ARTICLE 10: PERSONNEL FILES**

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

### **ARTICLE 11: DUTY**

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

### **ARTICLE 12: MAINTENANCE OF OPERATIONS**

- A. The Association hereby agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize or support a strike, work stoppage, slow down, walk out or other illegal job action against the Employer. The Association and its members agree that such action on an individual basis would constitute sufficient cause for the individual's dismissal.

- B. The Association agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, walk out or other activity designed to impede the efficient functioning of the Prosecutor's Office.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- D. The Employer agrees that it will not engage in the lock-out of any of its Employees.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

- A. **Grievance Definition:** A Grievance is a claimed breach, misrepresentation or improper application of the terms of this Agreement.
- B. The purpose of this procedure is to secure an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- C. Absent an informal resolution of the grievance, the following procedure may be followed in its entirety:
  1. The aggrieved Employee or the Association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred by providing written notice to the Prosecutor. Failure to act within ten (10) working days shall be deemed to constitute an abandonment of the grievance.
  2. The written grievance at this step shall contain the relevant facts, the applicable section of the contract alleged to have been violated, and the remedy requested by the grievant.
  3. The Prosecutor or his designee will answer the grievance within ten (10) days of receipt of the written grievance. Such decisions made by the Prosecutor shall be final and binding on all issues not otherwise appealable.
  4. A lack of response by the Prosecutor within the prescribed time period shall be construed by the parties to this Agreement as being a negative response. It is hereby agreed that nothing in this Agreement shall in any way limit or restrict the Association or its members from exercising any legal rights which it would have including the right to resort to (PERC) or the Courts.

### **D. DISCIPLINARY ACTIONS**

- a. The purpose of this section is to ensure the efficiency and the integrity of this office, promote Employee morale, establish fair and equitable standards in the handling of disciplinary actions against Employees, and to establish the guilt or innocence of Employees charged with violations through prompt, thorough and impartial investigations. Nothing herein shall be construed to alter or erode the employment-at-will status of Assistant Prosecutors as provided

- for in N.J.S.A. 2A:158-15. All Assistant Prosecutors are deemed to be at-will employees and are subject to removal without cause pursuant to the laws of the State of New Jersey.
- b. This section shall cover hearings wherein the proposed penalty could involve suspension without pay, fine or comparable penalty. It shall also cover hearings wherein the proposed penalty could involve salary reduction or a reduction in title.
  - c. Any Employee that becomes involved in any portion of a hearing or investigative stage of any alleged violation shall retain all rights afforded by this Agreement and all rights under law.
  - d. Any Employee charged with a violation shall be entitled to represent himself or by an attorney. In any conference, investigation or hearing that might lead to disciplinary action, an Employee may, at his or her option, have an Association representative present. Any representative at such a hearing agrees to keep the contents of the conference, investigation or hearing confidential except in so far as their representation of the Employee is so concerned. All reports to be used in any disciplinary action are to be made available to the Prosecutor, and Employee.
  - e. The following shall be the application of penalties and hearings:
    - i. Where the proposed penalty is greater than three (3) days suspension without pay, a fine equivalent to or greater than that amount, or a comparable penalty reduction of title, or any amount of monetary reduction in salary, then the formal hearing procedures shall apply.
    - ii. Where the proposed penalty is equal to, less than, or comparable to a three-day suspension without pay then the formal hearing procedure shall not apply. The Employee and the Association shall be given a copy of the charges prior to any disciplinary action being taken and a copy of the final action as determined by the Prosecutor.
    - iii. The Employee may submit a written request for a formal hearing.
  - f. Whenever an Employee may be guilty of violating an Office Rule or Regulation, the following shall be the procedure:
    - i. A Notice of Disciplinary Action shall be prepared by the proper authority and be personally served on the Employee and the Association. The notice shall contain, at minimum, the Employee's name and unit, the charges and the facts upon which the charge is based, the time, date, place of hearing, the penalties to which the Employee is exposed, the signature of the Prosecutor and whether or not the Employee is suspended with or without pay pending the determination of the hearing.
    - ii. The hearing shall be held during normal business hours, no sooner than five (5) days

nor later than thirty (30) days after the submission of a Notice of Disciplinary Action. The time parameters are subject to the granting of reasonable requests for postponements by either party.

- iii. Any discipline taken shall be taken for just cause.
- g. Notwithstanding the above, an Assistant Prosecutor may be suspended immediately and prior to a hearing where it is determined that the Assistant Prosecutor is unfit for duty or is a hazard to any person if permitted to remain on the job; or an immediate suspension is necessary to maintain the safety, health, order, or effective direction of public services. However, a Notice of Disciplinary Action with an opportunity for a hearing must be served in person or by regular mail within five (5) days following the immediate suspension.
- h. This contract and each clause therein may be enforced in an appropriate forum.

#### **ARTICLE 14: MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and Constitution of the State of New Jersey and the Constitution of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. The executive management and administrative control of the County government and its properties, facilities and activities of its Employees by utilizing personnel, methods, and means as from time to time be determined to be appropriate by the Employer.
- B. To make rules of procedure and conduct, to use methods and equipment, to determine work schedules and shifts, to decide the number of Employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
- C. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and the effective operation of the department after advance notice thereof to the Employees to require compliance by the Employees is recognized.
- D. To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Employees.
- E. The Employer reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient operations of the Prosecutor's Office.
- F. Nothing herein shall be construed to erode the employment-at-will status of Assistant Prosecutors as embodied in N.J.S.A. 2A:158-15: All Assistant Prosecutors are deemed to be "at will" employees and are subject to removal without cause, pursuant to applicable laws of the State of New Jersey.

#### **ARTICLE 15: EMPLOYEE'S RIGHTS**

The Employer hereby agrees that every Employee shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any Employee in the enjoyment of any rights conferred by the laws of the State of New Jersey, or the Constitutions of the State of New Jersey or the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, collective negotiations with the Employer or his or her institution of any local grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the laws and Constitution of the State of New Jersey.

#### **ARTICLE 16: INDEMNIFICATION**

The Employer will indemnify an Employee for damages resulting from any tort claim or any civil violation of State and Federal Law arising out of the employee's employment if the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct or intentional wrongdoing so long as consistent with New Jersey Statutes.

#### **ARTICLE 17: SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement, and to the extent that any clause or clauses shall be determined to be in violation of any law, then such clause shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which the offending language may appear.

#### **ARTICLE 18: EQUAL TREATMENT**

The parties agree that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under New Jersey State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class.

The Prosecutor, Association and the County shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

**ARTICLE 19: DURATION**

This Agreement shall be in full force and effect as of January 1, 2020, and shall remain in effect to and including December 31, 2022, and shall terminate on January 1, 2023, without any reopening date. Unless specifically limited by its language to a specific year, any provision of this Agreement shall continue in full force and effect from year to year thereafter.

IN WITNESS THEREOF, the parties have hereunto affixed their signatures on this 31 day of March, 2021.

**BURLINGTON COUNTY PROSECUTOR**

[Signature]  
Witness:

[Signature]  
Scott A. Coffina, Prosecutor of Burlington County

[Signature]  
Witness:

[Signature]  
Philip S. Aronow, First Assistant Prosecutor

**BURLINGTON COUNTY ASSISTANT PROSECUTORS ASSOCIATION**

[Signature]  
Witness: [Signature]

[Signature]  
Nicole Handy, Trustee of Association

[Signature]  
Witness: [Signature]

[Signature]  
Jennifer B. Paszkiewicz, Trustee of Association

**BOARD OF BURLINGTON COUNTY COMMISSIONERS, FUNDING AGENT**

[Signature]  
Witness: ERIN M. Kelly

[Signature]  
Felicia Hopson, Commissioner Director

[Signature]  
Witness: ERIN M. Kelly

[Signature]  
Eve A. Cullinan, County Administrator

# Appendix A

rev. 03.24.21 (psa)

AP AGREEMENT (2020: 1% Incr w 3% NTB; 2021 & 2022: \$2,250 Steps w Dbl Steps @ 5/10/15 Years, SR 1.75% Base / yr)

Assistant Prosecutor	Year	Salary	Year	Salary	% or Step	NTB Pmt	Year	Step	Salary	% or Step	Year	Step	Salary	% or Step
VanGilst	2019	134,173	2020	135,515	1.00%	4,025	2021	SR	137,886	1.75%	2022	SR	140,299	1.75%
Morgan	2019	131,813	2020	133,131	1.00%	3,954	2021	SR	135,461	1.75%	2022	SR	137,831	1.75%
Westfall	2019	126,712	2020	127,979	1.00%	3,801	2021	SR	130,219	1.75%	2022	SR	132,498	1.75%
McDonnell	2019	112,182	2020	113,304	1.00%	3,365	2021	SR	115,287	1.75%	2022	SR	117,304	1.75%
Paszkwicz	2019	109,819	2020	110,917	1.00%	3,295	2021	SR	112,858	1.75%	2022	SR	114,833	1.75%
Angermeier	2019	108,150	2020	109,232	1.00%	3,222	2021	SR	111,148	1.75%	2022	SR	113,088	1.75%
Bradshaw	2019	107,404	2020	108,478	1.00%	3,222	2021	SR	110,376	1.75%	2022	SR	112,308	1.75%
Eife	2019	105,964	2020	107,024	1.00%	3,179	2021	SR	108,897	1.75%	2022	SR	110,802	1.75%
Faulk	2019	103,000	2020	104,030	1.00%	3,090	2021	SR	106,951	1.75%	2022	SR	107,703	1.75%
Remy	2019	90,000	2020	95,900	1.00%	2,700	2021	17	98,000	Adjust	2022	18	100,250	1 step
Dennis	2019	93,898	2020	94,837	1.00%	2,817	2021	17	98,000	Adjust	2022	18	100,250	1 step
Agre, A	2019	91,848	2020	92,766	1.00%	2,755	2021	17	98,000	Adjust	2022	18	100,250	1 step
Hutchinson	2019	90,049	2020	90,949	1.00%	2,701	2021	15*	93,500	Adjust	2022	16/17*	98,000	2 steps
Weiler	2019	New Hire	2020	90,000	New Hire	2,700	2021	15*	93,500	Adjust	2022	16/17*	98,000	2 steps
Pelloni	2019	83,769	2020	84,607	1.00%	2,513	2021	13	89,000	Adjust	2022	14	91,250	1 step
Heisman	2019	New Hire	2020	85,000	New Hire	2,550	2021	13	89,000	Adjust	2022	14	91,250	1 step
Tirone	2019	New Hire	2020	78,000	New Hire		2021	8	78,000	New Hire	2022	9	80,000	1 step
Lynch	2019	73,588	2020	74,324	1.00%	2,208	2021	8	77,750	Adjust	2022	9	80,000	1 step
Burke	2019	71,665	2020	72,382	1.00%	2,150	2021	8	77,750	Adjust	2022	9	80,000	1 step
Lackey	2019	71,635	2020	72,351	1.00%	2,149	2021	8	77,750	Adjust	2022	9	80,000	1 step
Adler	2019	71,105	2020	71,816	1.00%	2,133	2021	7	75,500	Adjust	2022	8	77,750	1 step
Conte	2019	71,105	2020	71,816	1.00%	2,133	2021	7	75,500	Adjust	2022	8	77,750	1 step
Agre, R	2019	70,579	2020	71,285	1.00%	2,117	2021	7	75,500	Adjust	2022	8	77,750	1 step
Vacant	2019	70,755	2020	71,463	1.00%		2021	7	75,500	Adjust	2022	8	77,750	1 step
Handy	2019	65,521	2020	66,176	1.00%	1,966	2021	5*	71,000	Adjust	2022	6/7*	75,500	2 steps
Jaxheimer	2019	64,800	2020	65,448	1.00%	1,944	2021	5*	71,000	Adjust	2022	6/7*	75,500	2 steps
Sullivan	2019	New Hire	2020	66,668	New Hire	2,000	2021	4	68,750	Adjust	2022	5/6	73,250	2 steps
Harris	2019	64,480	2020	65,125	1.00%	1,934	2021	4	68,750	Adjust	2022	5/6	73,250	2 steps
Almeida	2019	62,902	2020	63,531	1.00%	1,887	2021	3	66,500	Adjust	2022	4	68,750	1 step
Ludwig	2019	62,902	2020	63,531	1.00%	1,887	2021	3	66,500	Adjust	2022	4	68,750	1 step
OMara	2019	62,902	2020	63,531	1.00%	1,887	2021	3	66,500	Adjust	2022	4	68,750	1 step
Ostrow	2019	New Hire	2020	62,902	New Hire	1,887	2021	3	66,500	Adjust	2022	4	68,750	1 step
Cornog	2019	New Hire	2020	62,902	New Hire	1,887	2021	3	66,500	Adjust	2022	4	68,750	1 step
Dippner-Marshall	2019	New Hire	2020	62,902	New Hire	1,887	2021	3	66,500	Adjust	2022	4	68,750	1 step
Vacant	2019	New Hire	2020	59,750	New Hire		2021	Entry	59,750	New Hire	2022	2	64,250	1 step
Grahn (SR/Hourly)	2019	58,990	2020	59,580	1.00%	1,770	2021	SR/HR	60,623	1.75%	2022	SR/HR	61,663	1.75%

Entry = No clerkship  
Step 1 = Clerkship

Above Step 19 = SR  
@ 1.75% to Base

2020:  
3% NTB Payment  
No Merit Pool  
\$20k Supvr Stipend

2021 and 2022:  
\$50k Merit Pool  
\$20k Supvr Stipend

AP	Base Salary
Entry	59,750
Step 1	62,000
Step 2	64,250
Step 3	66,500
Step 4	68,750
Step 5	71,000
Step 6	73,250
Step 7	75,500
Step 8	77,750
Step 9	80,000
Step 10	82,250
Step 11	84,500
Step 12	86,750
Step 13	89,000
Step 14	91,250
Step 15	93,500
Step 16	95,750
Step 17	98,000
Step 18	100,250
Step 19	102,500





**Burlington County  
Board of Commissioners**

49 Rancocas Road, Mount Holly, NJ, 08060  
P.O. Box 6000, Mount Holly, NJ, 08060  
(609) 265-5020 • www.co.burlington.nj.us

Eve A. Cullinan, County Administrator  
Erin M. Kelly, Clerk of the Board

**Burlington County  
Commissioners**

Felicia Hopson, Director  
Daniel J. O'Connell, Deputy  
Linda Hynes  
Tom Pullion  
Balvir Singh

**AGENDA, REGULAR MEETING, BOARD OF COMMISSIONERS, COUNTY OF BURLINGTON**

If you would like to listen and/or participate during the public comment portions of the  
March 24, 2021 meeting, please see available options below:

By Phone: call 408-418-9388 Access code: 129 731 9005  
By Video: please see our website at [www.co.burlington.nj.us](http://www.co.burlington.nj.us)

Date: Mar 24, 2021 - 7:00 PM

Location: [www.co.burlington.nj.us](http://www.co.burlington.nj.us)  
VIRTUAL CALL ONLY

Agenda: APPROVAL OF THE EXECUTION OF COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON, THE BURLINGTON COUNTY PROSECUTOR AND ASSISTANT PROSECUTOR'S ASSOCIATION FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2022 FOR THE PROSECUTOR'S OFFICE

Official Resolution#	2021-00147							
Meeting Date	03/24/2021							
Introduced Date	03/24/2021							
Adopted Date	03/24/2021							
Agenda Item	i-20							
CAF #								
Purchase Req. #								
Result	Adopted							
COUNTY COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Hopson, Director	✓				✓			
O'Connell, Deputy	✓			✓	✓			
Hynes	✓		✓		✓			
Pullion	✓				✓			
Singh	✓				✓			

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD MEMBERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

*Erin M. Kelly*

\_\_\_\_\_  
CLERK OF THE BOARD

WHEREAS, the Board of County Commissioners of the County of Burlington (the "Board"), the Burlington County Prosecutor ("the "Prosecutor"), and Burlington County Assistant Prosecutors Association (Association) have agreed to terms for a new Collective Negotiations Agreement as referenced in the document for the time period effective January 1, 2020 through December 31, 2022; now, therefore, be it

RESOLVED, that the above-referenced Collective Negotiations Agreement by and between the Board, the Prosecutor and the Association is hereby approved effective January 1, 2020; and, be it

FURTHER RESOLVED, that the Freeholder Director, County Administrator and the Burlington County Prosecutor are hereby authorized to execute, attest, seal, ratify and deliver the above-referenced Collective Negotiations Agreement, subject to final approval as to form and content by the County Solicitor's Office; and, be it

FURTHER RESOLVED, that the Department of Finance and Administration/Division of Payroll is authorized and directed to pay the salaries to the employees covered under the above-referenced Collective Negotiations Agreement upon execution and delivery of said Agreement by the Association.


Introduced on: March 24, 2021  
Adopted on: March 24, 2021  
Official Resolution#: 2021-00147

BURLINGTON COUNTY PROSECUTOR'S OFFICE

MEMORANDUM

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TO: EVE A. CULLINAN, COUNTY ADMINISTRATOR

FROM: SCOTT A. COFFINA, COUNTY PROSECUTOR 

DATE: MARCH 10, 2021

SUBJECT: TENTATIVE AGREEMENT WITH ASSISTANT PROSECUTOR'S ASS'N

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We are requesting the Burlington County Board of Commissioners to approve the financial terms and conditions of a labor agreement the Prosecutor's Office has reached with the Burlington County Assistant Prosecutors Association ("BCAPA"), to cover the years 2020-2022. This agreement, the terms of which previously have been reviewed and approved by the County's Chief Financial Officer, will cost less than the initial authority we had been given at the outset of these negotiations, and will fall comfortably within our 2% budget increase cap for 2020, 2021 and 2022.

The specific essential financial terms are as follows:

1. In Year 2020:
  - a. All members of the bargaining unit shall receive a 1% across the board pensionable increase to their base salary as of December 31, 2019.
  - b. A 3% "not-to-base" (non-pensionable) payment shall be paid to all members of the bargaining unit that are employed on the date a new collective negotiations agreement is signed by the County, the County Prosecutor and BCAPA.
  - c. All payments referenced in paragraphs a. and b. above shall be retroactive and payable back to the date of January 1, 2020.
  - d. Note that we have returned the \$50,000 not-to-base merit pool originally authorized and budgeted for in 2020, as part of our effort to share the sacrifice with the County and other County employees due to the financial crisis brought about by the COVID-19 pandemic.
  - e. Supervisor stipends remain at the level reflected in the 2017-2019 CNA.

2. In Year 2021:

- a. Retroactive to January 1, 2021, a 19-step salary progression guide shall be implemented with increments of \$2,250 per step. Each member of the bargaining unit shall advance at least one step annually on January 1<sup>st</sup> until the member reaches step 19, which is set at \$102,500. The salary guide as agreed to by the parties is contained in Exhibit A, which reflects the necessary "onboarding" of Assistant Prosecutors in 2021 from their present salary to their agreed-upon step on the salary guide.
- b. The 19-step salary progression guide includes a "double step" (\$4,500) salary increase at steps 5, 10 and 15.
- c. Once a member of the bargaining unit reaches Step 19 on the salary guide, they shall have reached "senior status." Thereafter, the member shall receive salary increases for "Senior Prosecutors" as outlined herein.
- d. Members of the bargaining unit who have attained "Senior Status" shall receive 1.75% pensionable increases retroactive to January 1, 2021.
- e. A merit pool of money consisting of fifty thousand dollars (\$50,000) shall be distributed among the members of the bargaining unit in the Prosecutor's sole discretion.
- f. Supervisor stipends shall remain at the level reflected in the 2017-2019 CNA.

3. In Year 2022:

- a. On January 1, 2022, members of the bargaining unit shall progress to the next step (\$2,250) or receive a "double step" (\$4,500) as outlined in the salary progression guide at Exhibit A.
- b. Members of the bargaining unit who have attained "Senior Status" shall receive 1.75% pensionable increases on January 1, 2022.
- c. A merit pool of money consisting of fifty thousand dollars (\$50,000) shall be distributed among the members of the bargaining unit in the Prosecutor's sole discretion.
- d. Supervisor stipends shall remain at the level reflected in the 2017- 2019 CNA.

4. All new employees who are hired after September 1 in any given year will remain at the step they are hired at for the following year.