

**POLICE AND FIRE  
COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM**

**Section I: Agreement Details**

Public Employer: County of Union County: Union  
 Employee Organization: PBA 250A - Prosecutor's Detective Suppms Employees in Unit: 25  
 Base Year Contract Term: 1/1/2005 - 12/31/2009 New Contract Term: 1/1/2010 - 12/31/2014  
 Type of Settlement:  Arbitrator's Award  Fact-Finder Recommendation  Voluntary Settlement

**Section II: Statutory Definition of Base Salary**

**N.J.S.A. 34:13A-16.7(a):** Base salary is the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension, and health and medical insurance costs.

	Base Year - Total Costs (Last Year of Previous agreement)		New Base Year - Total Costs (First Year of Successor agreement)	
	Column A	Column B	Column C	Column D
	Economic Inside Base Salary	Non-salary Economic Outside Base Salary	Economic Inside Base Salary	Non-salary Economic Outside Base Salary
<b>Section III: Economic - Costs inside base salary</b>				
Salary .....				
Increment .....		N/A		N/A
Longevity .....				
<b>Section IV: Additional Costs</b> List economic items: indicate either inside or outside base salary as agreed to between the parties.				
Item Description				
Item 1 .....	SEE		SEE	
Item 2 .....	MOA		MOA	
Item 3 .....				
Item 4 .....				
Item 5 .....				
Item 6 .....	ATTACHED		ATTACHED	
Item 7 .....				
Item 8 .....				
Item 9 .....				
Any additional items list on separate sheet Additional Items				
<b>Section V: Totals - Sum of costs in each column</b>				
	(Total Economic) Section III & IV	(Total Non-salary Economic)	(Total Economic) Section III & IV	(Total Non-salary Economic)

**Section VI: Analysis of new successor agreement**

**NEW AGREEMENT ANALYSIS**

Total Economic Base Year (previous agreement) \_\_\_\_\_  
 Effective Date (m/d/yyyy) \_\_\_\_\_  
 Percent Increase .....

*SEE MOA ATTACHED*

**Section VII: Impact of Settlement - average annual increase over term of agreement**

Percentage Impact (average per year over term of agreement) \_\_\_\_\_  
 Dollar Impact (average per year over term of agreement) \_\_\_\_\_

*SEE MOA ATTACHED*

**Section VIII**

Medical Costs	Base Year	Year 1
Cost of Health Plan .....		
Employee Contributions .....		
Prescription .....		
Dental .....		
Vision .....		

*SEE MOA*

*The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.*

**Section IX**

Prepared by: MARK TRAUM Title: LABOR RELATIONS COORDINATOR  
 Signature: [Signature] Date: 10/28/2015

6/22/2006

**WHEREAS**, the County of Union and PBA 250A(Prosecutor's Detective and Investigators Superior Officers) engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2004; and

**WHEREAS**, the County of Union and PBA 250A negotiating committees have reached a tentative agreement; and


**WHEREAS**, the County of Union now desires to confirm the understanding in the Memorandum of Agreement which is attached hereto and made a part hereof:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 250A (Prosecutor's Detectives and Investigators Superior Officers); and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to George W. Devanney, County Manager; M. Elizabeth Genievich, Deputy County Manager/Director, Department of Administrative Services; Joseph L. Salemme, Director, Labor Management Relations; Lawrence Caroselli, Director, Department of Finance; Theodore Romankow, County Prosecutor and Richard Bauch, Esq., Schenck, Price, Smith & King.

NO SUFFICIENCY OF FUNDS REQUIRED  
*Frank W. Adams*  
6-21-06

RECORD OF VOTE																	
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP
ESTRADA	X								SULLIVAN	X							
HOLMES	X					X			WARD	X							
MAPP	X								KOWALSKI VICE-CHAIR	X							
PROCTOR	X						X		MIRABELLA CHAIRMAN	X							
SCANLON	X													X			

APPROVED AS TO FORM  
  
COUNTY ATTORNEY

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.  
*Nicole DiRado*  
CLERK

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_ day of May, 2006, by and between the Prosecutor of the County of Union (herein the "Prosecutor"), the County of Union (herein the "County") (collectively the "Employer") and the Union County Detectives Superior Officers Association (herein the "SOA").

**WHEREAS**, the Employer and SOA are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2001 through December 31, 2004; and

**WHEREAS**, the Employer and SOA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CBA; and

**WHEREAS**, the Employer and SOA have reached agreement on new terms and conditions subject to ratification by the membership of SOA and approval by the Freeholders of the Employer; and

**WHEREAS**, the negotiating committees for the Employer and SOA unanimously agree to recommend their agreement for ratification and approval;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

**I.** Except as herein modified, the terms and conditions set forth in the 2001 through 2004 CBA between the Employer and SOA shall remain in full force and effect.

**II. ARTICLE XXI, SALARIES**

A. Section 1: There shall be general wage increases as follows:

- |    |  |                                   |
|----|--|-----------------------------------|
| 1. | Effective and retro to January 1, 2005 | 4.0%                              |
| 2. | Effective January 1, 2008              | 5.0% plus \$1,075.00 <sup>1</sup> |

<sup>1</sup> This amount to be added after 5% increase is computed. Amount will be included for compounding purposes in 2009, and thereafter.

3. Effective January 1, 2009 5.0%

- B. Section 7 (New): A Lieutenant who is at top step and is promoted to Captain shall be placed on step 2 of the Captain's guide if not eligible for to be placed at the top step of the Captain's guide.
- C. Section 8 (New): The base salary for a Deputy Chief shall be capped at \$2000.00 less than the Prosecutor's salary in 2009 or a 5% increase whichever is less. If the Prosecutor receives a raise in base salary on or after January 1, 2009, the Deputy Chief shall receive an increase to reach the 5.0% increase that was provided to other bargaining unit members on January 1, 2009 unless the Deputy Chief's salary would exceed the cap. This increase shall be retroactive to January 1, 2009.

**III. ARTICLE XIV – DEATH IN FAMILY**

Increase bereavement leave by 5 days for the deaths of a spouse and child.

**IV. ARTICLE XII, VACATIONS**

A. Section 1, A: Amend as follows: Effective January 1, 2005, placement on the vacation schedule set forth in paragraph B, below, shall be based on an employee's years of PFRS service credit. If a new employee does not have any or at least one (1) year of PFRS service, he shall earn one (1) vacation day for each month of service during the calendar year following the date of employment. If an officer receives an increase in vacation retroactive to 2005, he shall be allowed to carry over that additional time in addition to the one (1) week carryover that is current practice.

**V. ARTICLE VII, CLOTHING ALLOWANCE**

A. Increase clothing and maintenance allowance as follows:

Effective and retroactive to January 1, 2005	\$100.00
Effective and retroactive to January 1, 2006	\$100.00
Effective January 1, 2007	\$100.00

B. Eliminate as of January 1, 2008.

**VI. ARTICLE XXIII, INSURANCE**  
**(FINAL LANGUAGE IN CBA TO BE REVIEWED BY COUNSEL)**

A. Sections 1: Delete.

B. Section 2: Replace with the following:

1. Effective April 1, 2006, the Employer agrees to implement a program of retirement benefits as set forth in Schedules C and D attached hereto as Attachments 1 and 2, respectively. The conditions and requirements for receiving these benefits are set forth in Schedules C and D. The benefits in Schedule C also

shall be applied to all officers who meet the requirements and who retired on or after January 1, 2005 through April 1, 2006.

2. Vesting of Rights: All employees hired on or prior to December 31, 2009 are vested as to all eligibility criteria and benefits set forth in Schedule C attached to this Agreement. Any material changes to Schedule C made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the Employer and the SOA shall not be effective to change those employees' rights and benefits under Schedule C, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>2</sup> If not generally available at commercially reasonable rates, then the Employer is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Schedule C. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Schedule C.

3. In addition to the foregoing, the SOA consents to each current bargaining unit member, and all bargaining unit members hired from the date of this agreement through December 31, 2009, signing the individual contract, attached hereto as Attachment 3, between each unit member and the Employer that obligates the Employer to provide the benefits described in Schedule C to the unit member and eligible dependents, regardless of any changes in the collective bargaining agreement.

4. Dependents of employees eligible for retiree health benefits under Schedule C shall also be provided with coverage pursuant to the health insurance plan's rules.

C. Section 4: Delete

D. Section 5:

1. With regard to Rx, maintain subparagraph (A).

2. Add the following to Rx section:

Effective ~~June~~ July 1, 2006, the Drug Prescription Plan shall be modified as follows:

- a. Retail pharmacy purchases shall be limited to 30 day increments.
- b. Dispense-as-Written ("DAW") Procedure – Physicians prescribing name brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.

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<sup>2</sup> Bargaining note setting forth the parties' understanding of "generally available in the insurance market" and "commercially reasonable rates" to be placed in collective bargaining agreement.

6. Delete all but reference to \$40.00 per month and "Contributions are made on a pre-tax basis" in subparagraph (F), p. 27.
7. Add to subparagraph (F) the following:


Effective ~~June~~ July 1, 2006, employees shall contribute towards the cost of their health insurance as follows:

- |    |                  |                              |
|----|------------------|------------------------------|
| a) | Single coverage  | No change                    |
| b) | Family, PC or HW | Additional \$15.00 per month |

8. Maintain subparagraph (G), p. 27.

F. Section 6: Increase opt-out to \$5000.00. Add following sentence to end of Section: "This benefit will be discontinued if the County becomes self-insured."

G. Section 7 (New) -- ~~The County will provide employees with a basic employee-only dental insurance program with 50% coverage up to a maximum benefit coverage of \$2,000.00 per annum. (TO BE MODIFIED TO INCLUDE ALL PROGRAMS AND CO PAYS)~~ All Dental Programs to be maintained and placed in the contract.

*Delete  
Strikeout per  
J. Meeks*  


H. Section 8 (New):

Effective July 1, 2006, the VSP Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the Employer.

#### VII. SOA LEAVE TIME (NEW)

Section 1: Union leave time for negotiations – Members of the SOA collective bargaining committee shall receive 4 hours of compensatory time at straight time for each collective bargaining session attended if off-duty. This compensatory time shall be separate from an officer's regular comp time bank.

Section 2: The SOA shall be permitted convention leave with pay for two (2) delegates pursuant to law.

#### VIII. ARTICLE IX, (Rename), INSURANCE DEFENSE

A. Make current language Section 1.

B. Section 2 (New): Effective January 1, 2007, an Insurance Development Fund of \$150.00 per year, per bargaining unit member shall be implemented (language to be modeled after the PBA 199 CBA).

#### IX. ARTICLE XXVII, DURATION

January 1, 2005 through December 31, 2009.

- c. All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.
- d. The Employer will provide sample forms for mail order and distribute them to unit members by mail.

E. With regard to the Medical Benefits on page 26:

1. Delete reference to January 1, 2000... but maintain subparagraphs (A) and (B).
2. Revise subparagraph (D) (p. 27) to read as follows: "Employees in the Blue Select Plan (now Horizon POS) shall pay a co-pay of \$10.00 per visit for doctor's visits."
3. Add new subparagraph (H), as follows:
  - a. Add: Effective July 1, 2006, the Horizon HMO and POS plans shall be eliminated.
  - b. Add : Any employee hired after July 1, 2006 shall participate in the HealthNet POS. Any such employee who wishes to participate in the Horizon PPO or Direct Access shall do so at their expense.
  - c. Effective July 1, 2006, Direct Access shall replace the Horizon PPO at the current co-pay levels.
    - i. \$10.00 co-pay for in network services – Drs.' office visits only.
    - ii. \$10.00 co-pay for all out-of-network services – Employees who go out of network will be reimbursed by the Employer for the 30% differential less the \$10.00 co-pay for services, upon applying to the TPA for reimbursement. The TPA shall reimburse employees within 10 days of the date the claim was submitted.
  - d. The Horizon PPO and Horizon Traditional Plans will be maintained for employees choosing said plan with their cost being the difference between the PPO premium and the Direct Access premium in any given year.
4. Maintain reference to 2004 cost for an office visit (\$10.00) in subparagraph (D), p. 27.
5. Maintain Subparagraph E (p. 27).

X. The following tentative agreements shall be included in the successor contract:

A. **ARTICLE III, PAYROLL DEDUCTIONS OF ASSOCIATION DUES**

Section 1: Add at the end of the last sentence of this paragraph: "and any arrearages accrued while on leave of absence."

Section 4: Add after the clause "equal to eighty-five (85%) percent" the following: "or the maximum allowed by law."

B. **ARTICLE V, GRIEVANCE PROCEDURE**

Section 10: Modify as follows: The Arbitrator will be required to issue his decision within sixty (60) calendar days from the date of the closing of the hearing.

Section 12: Eliminate

Section 13: Eliminate

C. **ARTICLE X, PERSONAL BUSINESS AND RELIGIOUS LEAVE**

Section 4 (New): Military Leave Benefits -- Include County policy in Agreement with County's right to modify policy.

D. **ARTICLE XXIV, DEPARTMENTAL INVESTIGATIONS**

Paragraph 6: Change the clause "which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative" to the following: "which shall not delay the interrogation beyond two (2) hours for consultation with his Association representative and/or attorney."

FOR THE SOA

*Paul Rode 6/16/06*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE COUNTY

*[Signature]* 6/20/06

FOR THE PROSECUTOR

*[Signature]* 6/20/06



ATTACHMENT 1

RETIREE HEALTH BENEFITS

(Employees hired on or prior to December 31, 2009)

EXHIBIT B

Effective April 1, 2006, there shall be a health insurance plan for employees covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. Eligibility. Employees must have been actively employed with the County of Union (the "County") on or before December 31, 2009; and must retire on either a disability pension or retire having 25 years or more of service credit in the Police and Firemens Retirement System ("PFRS") and at least 10 years of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided to those retirees and their dependents meeting the eligibility requirements who do not have health insurance coverage from another source that is substantially equivalent or better than the coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

2. Description: This benefit shall consist of coverage under the Horizon PPO Health Insurance Plan. Prescription co-payments can be submitted to major medical for reimbursement subject to the limitations in the major medical plan.

Subject to the vested material rights of employees covered under this Schedule C, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates.

3. Cessation of Subsidy: Upon implementation of the foregoing benefit, the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Members receiving benefits under this Schedule C shall not be eligible for or receive the subsidy provided in Schedule D attached hereto.

ATTACHMENT 2

**RETIREE HEALTH BENEFITS**

**(Employees hired on or after January 1, 2010)**

EXHIBIT C

Effective January 1, 2007, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 2010; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of health insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Health Insurance Plan which is provided to members of the bargaining unit. The County reserves the right

to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

3. Subsidy: Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month
H/W Under 65 P/C Retiree Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$276.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85 per month
P/C Retiree Over 65	\$338.69 per month

The remaining costs of the County's Health Insurance Plan shall be borne by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Health Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees.

ATTACHMENT 3

AGREEMENT

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2006, by and between the **County of Union** and the **Union County Prosecutor** (herein collectively referred to as the **“County”**) and \_\_\_\_\_ (herein the **“Employee”**), with the  
Insert Name of Individual Employee  
agreement and approval and consent of the **Union County Detectives Superior Officers Association affiliated with PBA Local No. 250 (hereinafter “SOA”)**;

**WHEREAS**, the County and SOA are parties to a collective bargaining agreement (**“CBA”**) covering the period January 1, 2005 through December 31, 2009; and

**WHEREAS**, the Employee is a member of the SOA bargaining unit covered by the CBA and

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the SOA agreed to a zero percent increase to base pay for calendar years 2006 and 2007 and other agreements as more particularly set forth in the Memorandum of Agreement dated May \_\_\_\_, 2006, attached hereto as Appendix A (herein the **“Memorandum”**); and

**WHEREAS**, the SOA and Employee only agreed to said zero percent increases based upon the assurances from the County and the SOA that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said Memorandum; and

**WHEREAS**, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and

conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

**WHEREAS**, the County and SOA agree that the development of the guarantees set forth in this Agreement were bargained for in good faith within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (herein the "Act");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

**WITNESSETH:**

1. The County and the SOA agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.
2. The County and SOA agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.
3. The County and SOA agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and Schedule C of the Memorandum and that any provision of such future agreement which purports to change any terms or conditions of this Agreement and Schedule C of the Memorandum shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).
4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent

of all such parties that this Agreement be fully enforceable according to its plain language which all parties agree is to be construed in favor of the Employee and against the County and the SOA.

5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of law rules.

6. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of his/her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

7. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by written instrument executed by all the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

COUNTY OF UNION

By: \_\_\_\_\_  
George W. Devanney  
County Manager

\_\_\_\_\_  
ATTEST

**UNION COUNTY DETECTIVES  
SUPERIOR OFFICERS ASSOCIATION  
affiliated WITH PBA LOCAL NO. 250**

By: Ron Reale 6/16/06  
Ron Reale,  
President

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_, Employee  
Print Name

\_\_\_\_\_  
ATTEST





**MEMORANDUM OF AGREEMENT**  
**PROSECUTOR'S**  
**PBA250A-DETECTIVE SUPERIOR OFFICERS**  
**&**  
**COUNTY OF UNION**

The County and PBA250A-Prosecutor's Detective Superior Officers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2011. The County and PBA250A-Prosecutor's Detective Superior Officers have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement has been ratified by the membership of PBA250A-Prosecutor's Detective Superior Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA250A-Prosecutor's Detective Superior Officers agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and PBA250A-Prosecutor's Detective Superior Officers agree to the attached four (4) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

May 17, 2013

Date

## MEMORANDUM OF AGREEMENT

Agreement made this 17th day of May 2013, by and between the County of Union, Union County Prosecutor's Office (herein the "County") and PBA Local 250A (herein the "SOA").

**WHEREAS**, the County and SOA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2005 through December 31, 2009; and

**WHEREAS**, the County and SOA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

**WHEREAS**, the County and SOA have reached agreement on new terms and conditions subject to ratification by the membership of SOA and approval by the Freeholders of the County; and

**WHEREAS**, the negotiating committees for the County and SOA unanimously agree to recommend this agreement for ratification and approval;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2005 through 2009 CNA between the County and SOA shall remain in full force and effect.
2. The parties agree to convert all contractual leave time to hours.
3. **Salaries**

0% across the board salary increase effective January 1, 2010  
2.25% across the board salary increase effective January 1, 2011  
2.5% across the board salary increase effective July 1, 2012

Each salary increase is retroactive to its effective date

In order to maintain a bi-weekly basis for paycheck distribution, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows. This section shall be implemented as soon as administratively feasible.

2012: Tuesday  
2013: Wednesday  
2014: Thursday  
2015: Friday  
2016: Monday

This cycle will continue every five (5) years.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to the holiday.

4. **Duration**

January 1, 2010 through December 31, 2012.

5. **Health Insurance**

Article X, Health Insurance, is modified to read as follows:

1. Effective upon ratification by the SOA and approval by the County, prescription co-payments shall be as follows:

Retail

\$20.00 co-pay per prescription for name brand where generic is available.

\$15.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic.

Mail

\$15.00 co-pay per prescription for name brand where generic is available.

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases (up to thirty (30) day supply and a ninety (90) day supply through mail order.

2. **Drug Plan Utilization Modification**

- (a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling).

- (b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first) limited to PPI, SSRI and Intranasal steroid drugs.
- (c) Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

- 3. Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP7 to CIGNA ROAP3.
- 4. The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- 5. The emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).
- 6. **New Article – Probationary Period**

All full-time employees promoted into the ranks of Sergeant, Lieutenant and Captain shall serve a probationary period of one calendar year. During this probationary period the Employer reserves its absolute right to demote a probationary employee subject to applicable provisions of law. Such demotion shall not have recourse through any other provisions of this Agreement. Upon successful completion of the probationary period the employee shall be credited with seniority as of the original date of promotion.

7. **New Article - Layoff and Recall**

- 1. The Prosecutor may demote an employee for purposes of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given job classification. No permanent employee may be laid off demoted until all temporary and probationary employees have been laid off or demoted. Where there are two or more non-probationary employees in the same rank from which a demotion is to be made, demotions shall be conducted in reverse seniority order (based on seniority in rank). Supervisors who are to be demoted may bump a more junior supervisor first in the rank immediately below the rank from which they are being demoted, or a junior employee in another lower rank if they do not have the seniority to bump to the immediately lower rank. Bumping shall be based on overall seniority as a supervisor. If a supervisor cannot bump into another supervisory position, he/she may bump the most non-supervisory junior employee. Bumping to a non-supervisory position shall be based on overall seniority with the Prosecutor's Office. If the employee being demoted cannot bump any other employee because he/she does not have enough seniority, he/she shall be subject to layoff. Notwithstanding the foregoing, the Prosecutor has the authority, as a matter of his or her sole discretion, to determine exceptions to the use of seniority based on personnel needs relating to specific skill sets; experience

and/or specialized training; or an employee's receipt of an unsatisfactory evaluation or significant discipline within the last 36 months. Such discretion shall not be unreasonably exercised. For purposes of this article "significant discipline" shall mean an unpaid suspension of three or more days.

2. Laid off employees shall be placed on a special re-employment list and recalled in classification seniority order, provided that the Prosecutor may determine exceptions to seniority on the grounds enumerated in paragraph 1. Recall rights shall last for five years from the date layoff. Demoted employees shall be placed on a special promotion list and shall be promoted in seniority to the next promotional opening prior to employees who are not on the special promotion list, provided that the Prosecutor may determine exceptions to seniority on the grounds enumerated in paragraph 1. The right to be re-promoted shall not sunset.

8. **Article XVII, Overtime**

Section 3: Modify as follows:

Effective December 31, 2012, Employees will be permitted to accumulate no more than 100 hours of compensatory time on an annual basis. The 100 hours shall not be replenished and must be used by December 31<sup>st</sup> of the year in which it is accrued. If not used by December 31<sup>st</sup>, it will be paid out in the employee's next regularly scheduled pay. An employee seeking to use compensatory time must first obtain the employer's approval prior to use.

5/17/13  
LVP

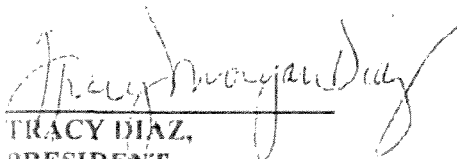
9. **Article XXIV, On the Job Inquiry Injury**

5/17/13  
LVP



Paragraph B and C

Change 180 calendar days to one year.

FOR PBA LOCAL 250A

  
TRACY DIAZ,  
PRESIDENT

FOR THE UNION COUNTY  
PROSECUTOR'S OFFICE

  
THEODORE J. ROMANKOW  
PROSECUTOR  
  
MATTHEW DIRADO, ESQ.  
DIR. DIV. PERS MGT. &  
LABOR RELATIONS

**MEMORANDUM OF AGREEMENT**  
**SUPPLEMENT**  
**PROSECUTOR'S**  
**PBA250A-DETECTIVE SUPERIOR OFFICERS**  
**&**  
**COUNTY OF UNION**

The County and PBA250A-Prosecutor's Detective Superior Officers engaged in collective bargaining for a Labor Agreement between the parties to extend the tentative Agreement which will expire on December 31, 2012 and extends same through December 31, 2014. The County and PBA250A-Prosecutor's Detective Superior Officers have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement has been ratified by the membership of PBA250A-Prosecutor's Detective Superior Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA250A-Prosecutor's Detective Superior Officers agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and PBA250A-Prosecutor's Detective Superior Officers agree to the attached four (4) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

May 28, 2013

Date

# MEMORANDUM OF AGREEMENT

This Agreement made this 28<sup>th</sup> day of May 2013 by and between the County of Union and the Union County Prosecutor (herein the "Employer") and PBA Local 250A (herein the "SOA") supplements the May 17, 2013 Memorandum of Agreement between the Employer and the SOA, which is attached hereto:

WHEREAS, the Employer and the SOA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2005 to December 31, 2009; and

WHEREAS, the Employer and the SOA have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the SOA membership and approval by the Employer's governing body, which the negotiating committees for the parties unanimously agree to recommend:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified and as modified by the May 17, 2013 Memorandum of Agreement, the terms and conditions of the 2005-2009 CNA shall remain in full force and effect.

2. PREAMBLE

Correct all dates in contract.

3. ARTICLE X, HEALTH INSURANCE

a. Section 1. Effective July 1, 2013 or as soon thereafter as the County can implement, modify ~~as follows~~ *the health plans as follows:*

	New Co-Pay
Retail Generic (30 day supply)	\$5.00



Retail Name Brand (No generic available or DAW) (30 day supply)	\$25.00
Retail Name Brand (Generic available, not DAW) (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Name Brand (No generic available or DAW) (90 day supply)	\$30.00
Mail Order Name Brand (Generic available, not DAW) (90 day supply)	\$60.00

	<b>Out of Network Benefit</b>
Current	\$250 Single/\$500 All Others
Proposed	\$500 Single/\$1,000 All Others

	<b>Out of Network Reimbursement Benefit*</b>
Current	80 <sup>th</sup> Percentile of HIAA
Proposed	150% of CMS (Medicare)

**\*Explanation:** HIAA (Health Insurance Association of America) utilizes 170 major contributors in 50 states to create the average cost for services rendered by Facilities and Professional Providers. As the formula relies on average costs to make a payment, providers have had success in increasing the average cost by billing higher fees. This increases plan costs. On the other hand, moving to a percentage of Medicare allows for no such fee inflation. Medicare, as the largest carrier in the United States, applies set fees based on geographical location without reliance on provider charges.

#### 4. ARTICLE XIX, OVERTIME

**Section 3:** Delete and replace with:

- a. Effective 1/1/13, employees will be permitted to accumulate 100 hours of recurring compensatory time on an annual basis. Employees will be permitted to carry over from year to year up to 100 hours of compensatory time. Thus, the maximum

amount of compensatory time that an employee may have in his bank in any given year is 100 hours. Once an employee's bank is at 100 hours, cash overtime will be paid at 1.5 times the hourly rate.

b. Employees who have accumulated more than 100 hours of compensatory time as of May 30, 2013, shall not be eligible to accumulate additional compensatory time until their bank is below the 100 hour threshold. Any time in excess of 100 hours will be paid out to an employee in May 2014 at the rate of pay at the time of payout.

5. **ARTICLE XXIII, SALARIES**

a. The salary schedule for SOA Unit Members to be included in the successor agreement is attached.

b. Section 4, modify as follows: "In the event the County determines to change the pay schedule to a bi-monthly schedule, the SOA agrees that it will accept the change without dispute. Effective January 1, 2014, all paychecks will be done by direct deposit."

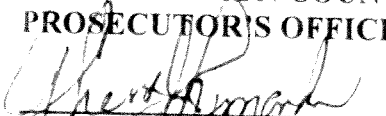
6. **ARTICLE XXXV, DURATION**

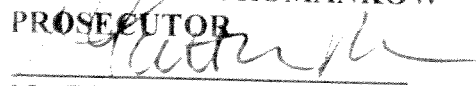
January 1, 2010 through December 31, 2014

FOR PBA LOCAL 250A

  
\_\_\_\_\_  
TRACY DIAZ,  
PRESIDENT

FOR THE UNION COUNTY  
PROSECUTOR'S OFFICE

  
\_\_\_\_\_  
THEODORE J. ROMANKOW  
PROSECUTOR

  
\_\_\_\_\_  
MATTHEW DIRADO, ESQ.  
DIR. DIV. PERS MGT. &  
LABOR RELATIONS

**009-2014 Salary guide**

SERGEANTS							
	0%	0%	2.25%	0%	2.5%		
	Jan 2009	Jan 2010	Jan 2011	Jan 2012	July 2012	2013	2014
Step 1	104,129	104,129	106,472	106,472	109,134	109,134	109,134
Step 2	105,675	105,675	108,052	108,052	110,754	110,754	110,754
Step 3	107,223	107,223	109,635	109,635	112,376	112,376	112,376
Step 4	113,271	113,271	115,819	115,819	118,715	120,395	116,516
Step 5							121,354

LIEUTENANTS							
		0%	2.25%	0%	2.5%		
	Jan 2009	Jan 2010	Jan 2011	Jan 2012	July 2012	2013	2014
Step 1	118,492	118,492	121,159	121,159	124,187	124,187	124,187
Step 2	120,817	120,817	123,535	123,535	126,623	126,623	126,623
Step 3	123,138	123,138	125,909	125,909	129,057	129,057	129,057
Step 4	129,418	129,418	132,330	132,330	135,639	137,319	133,327
Step 5							138,278

CAPTAINS							
		0%	2.25%	0%	2.5%		
	Jan 2009	Jan 2010	Jan 2011	Jan 2012	July 2012	2013	2014
Step 1	128,944	128,944	131,845	131,845	135,141	135,141	135,141
Step 2	130,490	130,490	133,426	133,426	136,762	136,762	136,762
Step 3	132,811	132,811	135,799	135,799	139,194	139,194	139,194
Step 4	139,230	139,230	142,363	142,363	145,922	147,602	143,534
Step 5							148,561

DEPUTY CHIEF							
		0%	2.25%	0%	2.5%		
	Jan 2009	Jan 2010	Jan 2011	Jan 2012	July 2012	2013	2014
Step 1	144,963	144,963	148,225	148,225	151,930	153,610	155,154
CAP*	163,000	163,000	163,000	163,000	163,000	163,000	163,000

\* The base salary for a Deputy Chief shall be capped at \$2000.00 less than the Prosecutor's salary in 2009 or a 5% increase whichever is less. If the Prosecutor receives a raise in base salary on or after Jan. 1, 2009 the Deputy Chief shall receive an increase to reach the 5.0% increase that was provided to other bargaining unit members on Jan. 1, 2009 unless the Deputy Chief's salary would exceed the cap. This increase shall be retroactive to Jan. 1, 2009.

PROSECUTOR					
	Jan 2009	Jan 2010	Jan 2011		July 2012
	165,000	165,000	165,000		165,000

January 1st of the relevant year.