

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: COUNTY OF UNION County: UNION
2 Employee Organization: PBA250A DETECTIVE SUB Number of Employees in Unit: 24
3 Base Year Contract Term: 1/1/2010 - 12/31/2014
4 New Contract Term: 1/1/2015 - 12/31/2017

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance *SEE MOA ATTACHED*
6 Contract settled with assistance of mediator
7 Contract settled with assistance of fact-finder
8 Contract settled in Interest Arbitration
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

SEE MOA ATTACHED

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount 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."

10 Salary Costs in base year \$
11 Longevity Costs in base year \$
12 Other base year salary costs
 \$
 \$
 \$
 \$
Sum of "Other" Costs Listed in Line 12. \$
13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$

SECTION IV: Increase in Base Salary Cost (for each year of New CNA) *SEE MOA ATTACHED*

14 Total Base Salary Cost from Line 13: \$

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Cost of Salary Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19 Total Increased Cost for "Other" Items (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20 Total Increase (\$) (sum of lines 16-19)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SECTION V: Average Increase Over Term of New CNA *SEE MOA ATTACHED*

21 Dollar Increase Over Life of Contract \$ [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

SEE MOA ATTACHED

		←Increases→						
24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							

SECTION VII: Medical Costs

SEE MOA ATTACHED

		Base Year	Year 1
Insurance Costs			
26	Health Plan Cost	\$	\$
27	Prescription Plan Cost	\$	\$
28	Dental Plan Cost	\$	\$
29	Vision Plan Cost	\$	\$
30	Total Cost of Insurance	\$	\$

Employer: County of Union

Employee Organization: PBA/SEA Detective Sibs Page 4

SECTION VII: Medical Costs (continued)

SEE MOA ATTACHED

31 Employee Insurance Contributions \$ \$
32 Contributions as % of Total Insurance Cost % %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: MARK TRAUM
Position/Title: LABOR RELATIONS COORDINATOR
Signature: *Mark Traum*
Date: March 2, 2017

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2016-269

MARCH 31, 2016

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 250A--Prosecutor's Detective Superior Officers effective January 1, 2015 through December 31, 2017; and

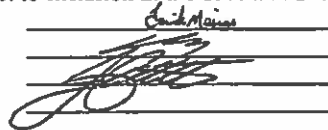
WHEREAS, the County of Union and the negotiating committee for PBA 250A- Prosecutor's Detective Superior Officers, reached a tentative agreement and ratified same on February 9, 2016. Representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreement with the union, 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 Detective Superior Officers.

Sufficiency of Funds Authorized 2015 Budget ; Subject to Inclusion in the 2016 and 2017 Budgets:

Approved as to Form:
 Certifying as to an Original Resolution:
 Certified as to a True Copy:



✓ Vote Record - Resolution RES-2016-268		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Christopher Hudak <i>M</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright <i>S</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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, 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 six (6) 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.

February 9, 2016
Date

MEMORANDUM OF AGREEMENT

Agreement made this 9th day of February 2016 by and between the County of Union and the Union County Prosecutor (herein the Employer") and SOA Local 250A (herein the "SOA"):

WHEREAS, the Employer and the SOA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2010 to December 31, 2014; 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:

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

1. Except as herein modified, the terms and conditions of the 2010-2014 CNA shall remain in full force and effect.

2. **General:** Amend all dates to conform to new contract term.

3. **Article IX, Personal, Business and Religious Leave**

Section 5 (New): Supervisors shall also be granted leaves pursuant to N.J.S.A. 38:23-2 (See attached).

4. **Article X, Holidays**

Section 2, replace with: Supervisors who are prescheduled to work on a contractual holiday shall receive pay or compensatory time, at their option, for all hours worked.

5. Article XVII, Overtime

Section 3, replace A and B with the following: Supervisors shall be permitted to accrue up to 125 hours of compensatory time during the calendar year. A Supervisor shall only be allowed to carry-over 125 compensatory time hours from one year to the next.

6. Article XX, Salaries

a.	Section 1:	Effective and retroactive to 1/1/15	1.5% to top
		Effective 1/1/16	2.0% ATB
		Effective 1/1/17	2.0% ATB

b. Section 2, replace the first sentence with: Supervisors who were or are promoted on January 1 through June 30 shall receive their step increment on January 1 of the present year. Supervisors who are or were promoted on July 1 through December 31 shall receive their step increment on July 1 of the present year.

7. Article XXII, Insurance

Effective as soon as practicable after the ratification of this agreement, the County may implement two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. All employees hired on or after March 1, 2016 (not those being promoted into the unit) will be required to choose one of these two plans during the first three (3) years of employment. Following the completion of three (3) years of employment, the employee will have the option to buy-up to the County's other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees.

8. Article XXX, Duration

January 1, 2015 through December 31, 2017.

9. Contractual Leave Time

All contractual leave time can be used in increments of 1 hour or more.

11. All other TAs incorporated into contract.

12. All proposals of the parties not addressed herein are deemed withdrawn

13. The negotiating committees for each of the parties agree to recommend this agreement to their respective constituents.

FOR SOA LOCAL 250A

FOR THE UNION COUNTY OFFICE
OF THE PROSECUTOR

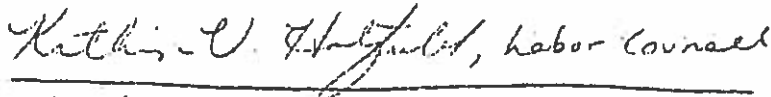


JAMES RUSSO, PRESIDENT



GRACE H. PARK, PROSECUTOR

Approved as to form:



Kathryn V. Hatfield, Labor Council

February 29, 2016

DATE

SERGEANTS				
		1.5%	2.0%	2.0%
	Jan 2014	Jan 2015	Jan 2016	Jan 2017
Step 1	\$ 109,134	\$ 109,134	\$ 111,316	\$ 113,543
Step 2	\$ 110,754	\$ 110,754	\$ 112,969	\$ 115,228
Step 3	\$ 112,376	\$ 112,376	\$ 114,623	\$ 116,916
Step 4	\$ 116,516	\$ 116,516	\$ 118,846	\$ 121,223
Step 5	\$ 121,354	\$ 123,174	\$ 125,638	\$ 128,151

LIEUTENANTS				
		1.5%	2.0%	2.0%
	Jan 2014	Jan 2015	Jan 2016	Jan 2017
Step 1	\$ 124,187	\$ 124,187	\$ 126,671	\$ 129,155
Step 2	\$ 126,623	\$ 126,623	\$ 129,155	\$ 131,638
Step 3	\$ 129,057	\$ 129,057	\$ 131,638	\$ 134,271
Step 4	\$ 133,327	\$ 133,327	\$ 135,994	\$ 138,713
Step 5	\$ 138,278	\$ 140,352	\$ 143,159	\$ 146,022

CAPTAINS*				
		1.5%	2.0%	2.0%
	Jan 2014	Jan 2015	Jan 2016	Jan 2017
Step 1	\$ 135,141	\$ 135,141	\$ 137,623	\$ 140,105
Step 2	\$ 136,762	\$ 136,762	\$ 139,244	\$ 141,726
Step 3	\$ 139,194	\$ 139,194	\$ 141,676	\$ 144,158
Step 4	\$ 143,534	\$ 143,534	\$ 146,005	\$ 149,333
Step 5	\$ 148,561	\$ 150,789	\$ 153,805	\$ 156,750

*A Lieutenant promoted to Captain shall not earn less than he earned as a Lieutenant.

REDCIRCLED AT 95% OF PROSECUTOR'S SALARY

DEPUTY CHIEF**				
		1.5%	2.0%	2.0%
	Jan 2014	Jan 2015	Jan 2016	Jan 2017
Step 1	\$ 155,154	\$ 157,481	\$ 160,631	\$ 163,000
CAP*	\$ 163,000	\$ 163,000	\$ 163,000	\$ 163,000

REDCIRCLED PER CONTRACT

** The base salary for a Deputy Chief shall be capped at \$163,000 per the Contract or the above increases, whichever is less.

		1.5%	2.0%	2.0%
	Jan 2014	Jan 2015	Jan 2016	Jan 2017

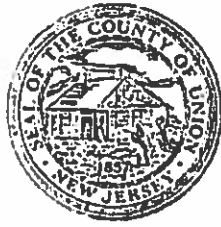
38:23-2. Leave of absence for State or national conventions

The head of every public department and of every court of this State, every superintendent or foreman on the public works of this State, the heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities, shall give a leave of absence with pay to every person in the service of the State, county or municipality who is a duly authorized representative of the Grand Army of the Republic, United Spanish-American War Veterans, Disabled American Veterans, Disabled American Veterans' Auxiliary, Veterans of Foreign Wars, Ladies Auxiliaries of Veterans of Foreign Wars, Ladies Auxiliary, Veterans of World War I of the U.S.A., American Gold Star Mothers, Indian War Veterans, American Legion, American Legion Auxiliary, Jewish War Veterans of the United States, Ladies Auxiliary, Department of New Jersey, Jewish War Veterans of the U.S.A., Catholic War Veterans of the United States, Ladies Auxiliary of New Jersey State Department, Catholic War Veterans, The 369th Veterans Association, Incorporated, Women's Overseas Service League, American Veterans of World War Two, Korea and Vietnam, and AMVETS Ladies Auxiliary, Reserve Officers Association of the United States, Marine Corps League of the United States, Army and Navy Legion of Valor, the Twenty-ninth Division Association, Council of State Employees, War Veteran Public Employees Association, New Jersey Civil Service Association, Blind Veterans Association of New Jersey, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary, Navy League, Veterans of World War I of the United States of America, Polish Legion of American Veterans, Polish Legion of American Veterans, Ladies

Auxiliary, the Italian American War Veterans of the United States, Incorporated, the Ladies Auxiliary, Italian American War Veterans of the United States, Incorporated, the New Jersey Firemen's Association, the New Jersey State Exempt Firemen's Association and the Tuskegee Airmen, Incorporated, to attend any State or national convention of such organization.

A certificate of attendance to the State convention or encampment shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. No person shall be entitled to a total of more than five days' leave of absence with pay each calendar year for the purpose of attending, as authorized representative, the State or national convention of one or more of the above enumerated organizations. The leaves of absence authorized hereunder shall not be cumulative and any unused leaves shall be canceled at the end of any given year.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-468

MAY 30, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA250A-Prosecutors' Detective Superior Officers, for a new Labor Agreement between the parties effective January 1, 2010 through December 31, 2012 and a Supplement Agreement was reached to extend same through December 31, 2014, and

WHEREAS, the County of Union and the negotiating committee for PBA250A-Prosecutors' Detective Superior Officers reached and ratified the tentative Memorandum of Agreement on May 17, 2013 and the Supplement Agreement was reached and ratified on May 28, 2013; and

WHEREAS, the County of Union now desires to confirm the understandings in the tentative Memorandum of Agreement and Supplement Agreement with the union which are 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 and Supplement Agreement with PBA250A-Prosecutors's Detective Superior Officers.

Subject to Inclusion in the Budget :
 Approved as to Form:
 Certifying as to an Original Resolution:
 Certified as to a True Copy:

FWIP

✓ Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce Bergen	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adapted or Amended	Angel G. Estrada	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Mohamed S. Jalloh	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalski	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Alexander Mirabeila	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	David P. Sullivan	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernad Wright	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:

- I. 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 31st of the year in which it is accrued. If not used by December 31st, 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
KVP

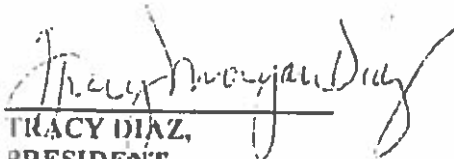
9. Article XXIV, On the Job Injury

5/17/13 KVP



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 28th 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 *All 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

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

	Out of Network Reimbursement Benefit*
Current	80 th 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**

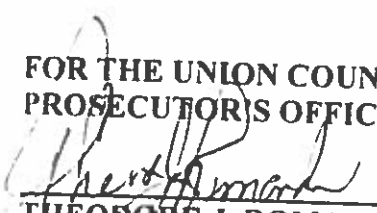
January 1, 2010 through December 31, 2014

FOR PBA LOCAL 250A

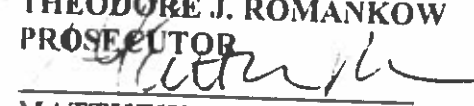


FRACY DIAZ,
PRESIDENT

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.