

AGREEMENT

Between

**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS AND
SOMERSET COUNTY PROSECUTOR**

and

**SOMERSET COUNTY PROSECUTOR'S OFFICE SUPERIOR OFFICERS
ASSOCIATION**

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

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THIS AGREEMENT made for the period of January 1, 2004 through December 31, 2006

BETWEEN the SOMERSET COUNTY PROSECUTOR and the SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter sometimes referred to as the "Prosecutor" and the "County," respectively

AND the SOMERSET COUNTY PROSECUTOR'S OFFICE SUPERIOR OFFICERS ASSOCIATION, hereinafter sometimes referred to as the "SOA."

ARTICLE I

RECOGNITION

The Prosecutor and the County recognize the SOA as the sole and exclusive representative for purposes of collective bargaining of a unit composed of all sworn law enforcement employees employed by the Prosecutor from the ranks of Detective Lieutenant and Captain of Detectives. This unit does not include the Deputy Chiefs, the Chief, executives, confidential employees, craft employees, secretaries, paralegals, assistant prosecutors and other professional employees or any detectives or detective sergeants who are in the bargaining unit represented by PBA Local 307

ARTICLE II

NEGOTIATIONS PROCEDURE

2.1 The SOA shall inform the County and Prosecutor in writing of its intention to negotiate a successor Agreement not later than September 1 of the calendar year preceding the period of the proposed Agreement. Should the SOA provide such notice, the parties agree to meet no later than November 15 and at such other reasonable times thereafter to negotiate in accordance with Chapter 303, Public Laws of 1968, et seq., and any amendments thereto.

2.2 For the purpose of negotiations, the County shall make available, upon reasonable written request by the Association, all information, which by law, is public in nature.

2.3 Neither party shall have control over the selection or number of the negotiating representatives of the other.

2.4 All negotiations shall be held during normal working hours or whenever it is practical, subject to mutual agreement. However, if the union's negotiating committee consists of five or more members, negotiations shall be held after normal working hours.

2.5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 It is the purpose of this policy to provide a procedure whereby employees may resolve disputes or complaints concerning alleged violations of this Agreement. The grievance procedure consists of three steps for appeal of disciplinary grievances and four steps for appeal of other grievances. Each step must be utilized in turn before appeal is made to the next step, unless otherwise specified in this policy:

STEP 1. The aggrieved employee must present the grievance to the direct supervisor within 15 days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct superior within 15 days, the grievance may be appealed to the Chief of Detectives under STEP 2. Such appeal must be made within 10 days.

STEP 2. If a timely appeal is made to STEP 2, a decision by the Chief of Detectives shall be made within 10 days. If a satisfactory settlement is not reached, an appeal to the Prosecutor under STEP 3 may be taken. Such appeal must be made within 10 days.

STEP 3. If a timely appeal is made to STEP 3, a decision by the Prosecutor shall be made within 10 days. If a satisfactory settlement is not reached, an appeal to arbitration under STEP 4 may be taken, provided the grievance is not a disciplinary grievance. Such appeal must be taken within 10 days.

STEP 4. If a timely appeal is made to STEP 4, the matter may be referred to the New Jersey Public Employment Relations Commission for arbitration. No employee grievance may be referred to the New Jersey Public Employment Relations Commission without the written approval of the SOA

3.2 All grievances and responses to grievances must be in writing.

3.3 The Arbitrator shall be limited to violations of the Agreement, and shall not have the authority to amend or modify this Agreement, or establish new terms or conditions under this Agreement.

3.4 A mutual settlement of the grievance, pursuant to the procedures set forth herein, and/or a decision of the Arbitrator, will be final and binding on all parties and the employees involved.

3.5 The expense of the Arbitrator selected or appointed shall be borne equally by the employer and the SOA

3.6 Should management choose to relax the foregoing time limits for filing and appealing grievances in a particular case, such relaxation shall not be deemed a waiver of management's right to enforce those time limits in other cases.

3.7 At the election of the aggrieved employee or the SOA, a SOA representative shall be present during discussion of any grievance with the immediate supervisor, Chief of Detectives or Prosecutor.

3.8 A grievance may be filed either by the SOA or the aggrieved employee.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 The right of employees to form, join, and assist any employee organization or to refrain from any such activity for the purpose of collective negotiations with the Employer in accordance with state statutes is recognized.

4.2 There shall be no reprisals of any kind taken against any employee by reason of membership in or refusal to join with, the SOA

4.3 An employee shall have the right to have a SOA representative present during any internal administrative investigatory interview in which the employee reasonably believes disciplinary action may result.

4.4. No employee shall be prevented from wearing a pin or other reasonable identification of membership in the SOA

4.5 No employee shall be disciplined without just cause. Discipline shall be in accordance with Article XXVI herein. For purposes of this provision, discipline does not include discharge.

4.6 Discharge shall be in accordance with New Jersey law.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Information The Prosecutor agrees to furnish information to the SOA, in response to reasonable requests for information that would be considered necessary in a usual union/employer relationship.

5.2 Use of Bulletin Boards The SOA shall have reasonable use of a bulletin board in the workplace for SOA business. The location of the bulletin board shall be where presently located, and if none, where designated by mutual agreement of the SOA and the Prosecutor.

5.3 Scheduling of Meetings Negotiation meetings, grievance hearings or other meetings shall be mutually scheduled by the parties. Participants shall suffer no loss in pay.

ARTICLE VI

EMPLOYER RIGHTS

A. The Prosecutor hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by applicable State and Federal laws, including, but without limiting the generality of the foregoing, the following rights:

1. All management functions not modified by this agreement;
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operations functions, and maintenance of the facilities and equipment of the Prosecutor's Office;
3. To reprimand, suspend, or otherwise discipline employees (excluding discharge) for just cause;
4. To discharge employees in accordance with New Jersey law;
5. To hire, promote, transfer, assign and reassign employees to work;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor's Office;

9. To determine the number, location and operation of divisions, sections, units and all other work groups of the Prosecutor's Office, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force; and

10. To establish a code of rules and regulations for the operation of the Prosecutor's Office.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor shall only be limited by the terms of this Agreement, and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial prerogatives.

D. The Prosecutor reserves the right to establish a performance evaluation system and to conduct written performance evaluations of all employees covered by this Agreement. The Prosecutor shall meet and confer with SOA over all aspects of the performance evaluation system prior to the Prosecutor's adoption of any such system.

E. The Prosecutor may, in its discretion, promulgate and maintain standard operating procedures. Such procedures may include, but are not limited to, standards of work performance, standards of performance evaluation, and rules, regulations, and policies regarding the daily operation of the Prosecutor's Office. This provision shall not be deemed to be a waiver of the rights or obligations of either party to negotiate pursuant to NJSA 34:13A-1.1 et seq.

ARTICLE VII

HOLIDAYS

7.1 All individuals in the unit shall be granted the following holidays with pay:

New Year's Day
King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day

7.2 Notwithstanding the provisions of Paragraph 7.1, in the County's sole discretion, an employee may be required to work Thanksgiving Friday or Christmas Eve Day. An employee so required to work shall be entitled to another day off with pay, to be taken on a mutually agreed upon date.

ARTICLE VIII

VACATION

8.1 For the purpose hereof, the vacation accrual period will be considered the calendar year.

8.2 Vacation days are accrued on a graduated basis, depending on the length of service. During the first year of employment, an employee is allowed one (1) day per month, up to 10 days; however, those employed after July 1 do not receive vacation for the first year. Thereafter, the vacation accrual is as follows:

1- 5	years	12 days
6-10	years	14 days
11-15	years	17 days
16-20	years	20 days
21-25	years	22 days
26+	years	27 days

8.3 Up to ten (10) vacation days per year may be carried over to a subsequent year, for a total accumulation not to exceed fifty (50) days over five (5) years. Employees with an excess of fifty (50) accrued days upon execution of the 1994 Agreement shall not be required to forfeit such excess days.

8.4 Employees shall be compensated for accrued vacation days, or any portion thereof, not used prior to retirement, resignation or termination at a rate equal to the employee's salary in accordance with the memorandum of Freeholder Director Bateman dated May 20, 1992, which is attached hereto as Appendix D.

ARTICLE IX

PERSONAL DAYS

9.1 Full time employees shall be granted three (3) personal days per year. During the first year of employment, personal days shall be accrued at the rate of one per quarter for the first three quarters. Personal days shall not carry over from year to year.

ARTICLE X

SICK LEAVE

10.1 New employees shall earn one sick leave day for each full month of service during the remainder of the calendar year employed.

10.2 At the beginning of each subsequent calendar year, employees shall be credited with 15 sick leave days.

10.3 Employees may accumulate sick leave days to a maximum of 180 days. Any sick leave days in excess of 180 days will be converted to vacation days at the end of each calendar year on the basis of one (1) vacation day for each three (3) sick days.

10.4 Should an employee die, resign in good standing or be terminated through no fault of his/her own after 10 years of service or more, the employee shall receive payment for one-third (1/3) of his/her accumulated, unused sick leave days. Payment shall also be received for one-twelfth of the sick leave days credited at the beginning of the terminating year for each full month worked during that time, provided the time had not already been used. An employee resigning not in good standing or terminated as a result of disciplinary action shall not receive payment for accumulated sick leave days.

10.5 Upon retirement, an employee shall receive payment for one-half (1/2) of any accumulated and unused sick leave days carried over from the previous calendar year, regardless of length of service. Further, a retiring employee shall receive payment for one-twelfth of the sick leave days credited at the beginning of the retiring year for each full month, provided said days have not been used.

ARTICLE XI

EXTENDED SICK LEAVE

In the event that an employee's illness, disability or incapacitation caused by pregnancy/childbirth and confinement continues and the employee has exhausted his/her accumulation of unused sick leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employee's base salary, which continuous 26 week period may extend into the next calendar year. However, no employees will be entitled to more than 26 weeks in any one (1) calendar year.

A. Conditions of Eligibility

Extended sick leave benefits shall be available to employees who meet all of the following conditions:

1. An employee shall have completed his/her probationary period and shall be permanent or provisional, and a non-classified employee shall have completed three (3) months of service with the County.
2. An employee shall have exhausted his/her accumulation of unused sick leave days and shall have continued to be ill, disabled, or incapacitated due to pregnancy, childbirth and recuperation.
3. An employee must be under the care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application" and submit it to the Human Resources Office prior to the expiration of the employee's accumulation of unused sick leave days.

An employee on extended sick leave shall be required to produce periodic, written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, disability or incapacitation due to pregnancy, childbirth or recuperation, as well as a return to work statement. An employee on extended sick leave, may, at any time, be required to undergo a physical examination by a County designated physician.

B. Exceptions to Eligibility

Extended sick leave shall not be permissible beyond the recuperation period for childbirth unless for complications which are fully documented by the physician.

C. Status of Benefits

1. For the purpose of computing an employee's total length of service with the County, any period of extended sick leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire period of extended sick leave.

2. If an employee is on extended sick leave for the last seven (7) or less consecutive work days of a given calendar year and continues to be on extended leave into the following calendar year, he/she shall be credited with vacation, sick leave and personal days as if he/she had been working. If an employee is on extended sick leave for longer than the last seven (7) consecutive work days of a given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days upon return from extended sick leave. If an employee is on extended sick leave sometime during the remainder of the calendar year in which he/she is hired, he/she shall be credited, upon return from extended sick leave, with those vacation, sick leave and personal days he/she would have earned had he/she continued working.

3. If a County recognized holiday occurs while an employee is on extended sick leave, and if the employee would have received pay for this holiday had he/she been working, the employee shall receive half pay for the holiday but shall not receive half pay for extended sick leave.

4. An employee on extended sick leave shall not be eligible for bereavement leave.

D. Computation of Extended Sick Leave

Computation of payment for extended sick leave benefits shall be made on the basis of the number of hours normally scheduled for the employee to work per day whether on a full time or part time basis.

E. Maximum Use of Extended Sick Leave

If an employee has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the employee's ability to return to work. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the employee shall be terminated or retired. Such termination shall be considered to be in good standing. If the employee's physician states that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date to a different position, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements from his/her physician concerning the condition and may at any time, be required to undergo a physical examination by a County designated physician. If such an employee desires, he/she shall be considered for any County vacancy that he/she would be capable of performing, as certified by his/her physician.

F. When it becomes apparent that an employee will be exhausting his/her accumulation of unused sick leave days, the employee or his/her department head shall immediately notify the Human Resources Office. An "Extended Sick Leave Application" shall then be sent to the employee for his/her physician to complete. The Completed "Extended Sick Leave Application" must be returned to the Human Resources Office prior to the expiration of the employee's accumulation of unused sick leave days so that it can be processed and so that a determination as to eligibility can be made. In the event that the completed "Extended Sick Leave Application" is not returned to the Human Resources Office prior to the expiration of an employee's accumulation of unused sick leave days, the employee shall be placed on a leave, without pay until the completed "Extended Sick Leave Application" is received by the Human Resources Office and a determination is made. If, in such an instance, it is determined that an employee is eligible to receive extended sick leave payments, the employee would then be reimbursed retroactively to the date he/she was first placed on a leave without pay.

G. Recording Use of Extended Sick Leave

1. Each day all department heads shall record any employee using extended sick leave on the "Daily Attendance Report."

2. Each pay period all department heads shall have their employees record any extended sick leave taken during that period on the "Time Sheets", as described in the Time Sheet Instructions (Page 59 of Personnel Policy). The total extended sick day usage reported on the "Time Sheets" should coincide with the total extended sick day usage reported on the "Daily Attendance Reports" for a given pay period.

3. The Human Resources Office shall maintain a computerized record of leave balances on each employee for each year, and shall record daily any extended sick leave days

that the employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

H. Return to Work

On the first day of an employee's return to work after extended sick leave, the employee shall submit a return-to-work statement from his/her physician to his/her department head. The department head shall forward this statement to the Human Resources Office for placement in the employee's personnel file. In addition, the employee should telephone his/her department head as well as the Human Resources Office prior to returning to work so that arrangements can be made to change the employee's status from half pay to full pay.

1. Maximum Use of Extended Sick Leave

Three (3) weeks prior to the expiration of the 26th week of extended sick leave, the Human Resources Office shall send a letter to the employee requesting him/her to obtain a statement from his/her physician concerning the employee's ability to return to work. The statement from the physician must be received in the Human Resources Office no later than one (1) week before the expiration of the 26th week of extended sick leave. If this statement is not received by the Human Resources Office in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the 26th week of extended sick leave. A certified letter shall be sent to the employee advising him/her of this action and advising that failure of the Human Resources Office to receive the required statement within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.

If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the Human Resources Office shall process the necessary forms to terminate or retire the employee.

If the physician certifies that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date, the Human Resources Office shall process the necessary forms to place the employee on a leave without pay.

If a vacancy does not exist within the Department to which the employee can qualify nor a vacancy to which the employee can transfer, the employee shall have the choice to terminate employment, or to terminate from the Department and be placed on leave without pay.

An employee who has been placed on a leave without pay may not return to work unless he/she follows the steps outlined in Section H above.

ARTICLE XII

WORK INCURRED INJURY LEAVE

A. Leave Entitlement

When an employee covered under this Agreement suffers an injury or illness which is compensable under the workers' compensation laws and results in the employee's inability to work, the employee shall be placed on an injury leave of absence, with full pay, for the duration of the period for which the employee is unable to work, up to a maximum of one (1) year from the date of the onset of the injury or illness.

For the purpose of this Article, injury or illness incurred while the employee is attending a County sanctioned training program shall be considered to arise out of and in the course of employment.

B. Verification of Injury or Illness During Leave

An employee on injury leave shall provide the County with periodic written statements from his or her treating physician advising of the nature, extent and estimated duration of the illness or injury. In addition, the County may at any time request that the employee be examined by a County designated physician at the County's expense.

C. Status of Benefits While on Injury Leave

1. For the purpose of computing an employee's total length of service with the County, an injury leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire length of his or her injury leave.

2. If an employee is on injury leave for the last seven or less consecutive work days of a given year and continues to be on injury leave into the following calendar year, he or she shall be credited with vacation, sick leave, and personal days as if he or she had been working. If

an employee is on injury leave for longer than the last seven consecutive work days of a given year, he or she shall be credited with vacation, sick leave, and personal days upon return from injury leave, with those vacation, sick leave, and personal days he or she would have earned had he or she continued working.

3. If a County recognized holiday occurs while an employee is on injury leave, and if the employee would have received pay for the holiday had he or she been working, the employee shall receive pay for that holiday.

4. An employee on injury leave shall not be eligible for bereavement leave.

D. Computation of Injury Leave Policy

Computation of payment for injury leave shall be made on the basis of the number of hours normally scheduled for the employee to work per day whether on a full time or part time basis.

E. Effect of Injury Leave Pay

When an employee suffers an injury or illness which is determined to be compensable under the workers' compensation laws, the period during which the employee is unable to work shall not be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

When an employee suffers an injury or illness which is determined not to be compensable under the workers' compensation laws, the period during which the employee is unable to work shall be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

F. Dispute as to Compensability

In the event the employee contends that he or she is entitled to a period of disability beyond the period established by his or her treating physician, or a physician designated by the County or its insurance carrier, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such additional period of disability. The findings of the Division of Workers' Compensation, or of the last reviewing Court, shall be binding upon the parties.

G. Return to Work

On the first day of an employee's return to work after injury leave, the employee shall submit a return-to-work statement from his or physician to his or her department head. The department head shall forward this statement to the Human Resources Division for placement in the employee's personnel file.

H. Maximum Use of Injury Leave

1. Three (3) weeks prior to the expiration of the one-year period of paid injury leave, the Human Resources Division shall send a letter to the employee requesting him or her to obtain a statement from his or her physician concerning the employee's ability to return to work. The statement from the physician must be received in the Human Resources Division no later than one (1) week before the expiration of the one year period of paid injury leave. If this statement is not received by the Human Resources Division in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the one year period of paid injury leave. A certified letter shall be sent to the employee advising him or her of this action and advising that failure of the Human Resources Division to receive the required statement

within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.

2. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the Human Resources Division shall process the necessary forms to terminate or retire the employee.

3. If the physician certifies that the employee is unable to return to work upon conclusion of the one year period of paid injury leave, but may be able to return to work at a later date, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements from his or her physician concerning his or her condition and may, at any time, be required to undergo a physical examination by a County designated physician at the County's expense. If such an employee desires, he or she shall be considered for any County vacancy that he or she would be capable of performing, as certified by his or her physician.

ARTICLE XIII

OTHER LEAVES

13.1 Bereavement - Employees may be granted up to five days of bereavement leave, with pay, for the death and funeral of an immediate family member. Immediate family member means a mother, father, mother-in-law, father-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister or step or half relative or a similar nature.

13.2 It is acknowledged that the benefits and procedures of the Federal Family and Medical Leave Act shall cover the employee under this Agreement.

13.3 Jury Duty Employees summoned for jury duty shall be given time off and receive full pay in addition to remuneration received from the courts.

ARTICLE XIV

HEALTH/DENTAL/RETIREMENT/LIFE BENEFITS

14.1 The health benefits program made available shall be the same health benefits program made available to all employees of Somerset County. The level of employee contributions and co-payments required shall be as per the Somerset County Health Benefits Policy, attached as Appendix C-2 for the period of January 1, 2007 to December 31, 2011.

The Board of Chosen Freeholders have also passed Resolution R98-741, modifying the resolutions approving benefits for employees and surviving spouses with excess of twenty five years of service. Resolution R98-741 is attached hereto as Appendix E.

14.2 Dental. The County also provides a Dental Plan provided by Blue Shield of New Jersey to employees only. The effective date is the first of the month after completion of two full months of service. Coverage remains in effect during periods of approved leave of absence, sick leave and extended sick leave. The Plan includes the following coverage: preventative/diagnostic dental services are provided at 100% of the usual customary or reasonable (UCR) fee charged by dentists. Basic therapeutic/treatment, additional basic services and periodontic are provided at 80% of UCR. Prosthodontics, including missing teeth, is allowable at 50% of UCR.

14.3 Retirement Benefit Enrollment is automatic in the Police and Fireman's Retirement System (PFRS).

14.4 Life Insurance All employees are enrolled in the Police and Fireman's Retirement System and are insured for the non-contributory life insurance plan paid for by the County. The insurance is valued at 3 ½ times base salary.

ARTICLE XV

CREDIT UNION/DEFERRED COMPENSATION/ANNUITIES

15.1 Membership is available to County employees in a credit union. Said contributions shall be made through automatic payroll deduction (APD). Minimum initial deposit may be fifty (\$50.00) dollars and there is a one (\$1.00) dollar fee.

15.2 Available through APD, to the extent permitted by IRS law, is a "Deferred Compensation Program" offered through the National Association of Counties and a "Supplemental Annuities Program" offered through the Division of Pensions. Specifics are available through the Human Resources Division.

ARTICLE XVI

EDUCATIONAL REIMBURSEMENT

Educational reimbursement shall be in accordance with the revised Educational Reimbursement Policy adopted by the County, a copy of which is attached hereto as Appendix B.

ARTICLE XVII

PER DIEM EXPENSES

17.1 Per Diem Expenses

Employees required to travel during the course of business and remain away from their home for one or more days will be entitled to a Per Diem Meal Expense of up to \$36.00 per day. Reimbursement will be conditioned upon the submission of the appropriate receipts.

ARTICLE XVIII

MAINTENANCE OF BENEFITS

Except as otherwise provided herein, as allowed by law, or unless modified by negotiation during the term of this Agreement, all benefits which the employees currently enjoy shall be maintained and continued by the County and Prosecutor during the term of this Agreement.

ARTICLE XIX

SALARIES

The wages for employees covered by this Agreement shall be as set forth in the schedule attached as Appendix A-1 and A-2. No employee shall be entitled to the salary set forth in Appendix A-1 and appendix A-2 unless he or she was employed on the date of ratification of this Agreement by the SOA.

The salaries for lieutenants and captains shall be increased as follows:

2007 – 3.5% plus an increase to a thirty seven and one half (37.5) hour workweek

2008 – 3.5%

2009 – 3.5%

2010 – 4.0% plus an increase to a forty (40) hour workweek

2011 – 3.5%

Rank Differential

There shall be maintained at all times at least a five percent (5%) wage differential between: (1) the base salary of the highest paid Sergeant and the base salary of the lowest paid Lieutenant and (2) the base salary of the highest paid Lieutenant and the base salary of the lowest paid Captain. If necessary to maintain said differentials, due to salary increases received by Sergeants, the salary schedules applicable to the employees covered by this agreement will be adjusted accordingly.

Overtime

The parties expressly agree and acknowledge that the employees covered by this agreement are exempt from the overtime compensation requirements of all federal, state and local laws, including the Fair Labor Standards Act. Employees covered by this agreement shall not be entitled to any additional compensation for any hours worked in excess of their normal work week.

ARTICLE XX

CLOTHING AND PROPERTY

20.1 Any personal property of an employee which becomes damaged or destroyed while engaged in the lawful performance of their official law enforcement duties will be replaced without cost to the employee. The personal property will be valued at the current replacement value. This Article will apply only to those items of personal property used by the employee and necessary to the performance of his duties. It will not apply to extraordinary items of personal property (such as expensive watches, jewelry, etc.) which are not necessary for the normal performance of his duties.

20.2 Uniformed Officers

All uniformed employees shall be furnished with all normal operational uniforms and equipment. All uniforms that are worn out or damaged beyond repair during the course of duty will be replaced without cost to the employee.

20.3 Uniform Maintenance

Employees will receive \$500 per year for the maintenance of uniforms paid in two annual installments: July 1st and December 1st.

ARTICLE XXI

SAVINGS CLAUSE

21.1 It is understood and agreed that if any portion of this agreement or the application of this agreement to any person or circumstances shall be held to be invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

21.2 Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof.

ARTICLE XXII

AUTOMOBILES

22.1 Each employee will be assigned a County vehicle equipped with a radio or otherwise provided with a radio or other communication device. The use of an assigned vehicle shall be in accordance with an employee's assigned duties and responsibilities, office policies and procedures, and based on past practice and operational needs.

22.2 It is the obligation of each employee to properly care and maintain the assigned vehicle and its equipment, as per the office policy and procedure. The cost of such care and maintenance shall not be borne by the employee.

22.3 Notwithstanding anything else to the contrary in this Agreement, it is recognized that the Prosecutor enjoys the managerial prerogative to recall assigned automobiles for budgetary reasons. In that event, at the SOA 's request, the parties shall meet to negotiate substitute compensation for the loss of the automobiles.

ARTICLE XXIII

LAY OFFS

23.1 In the event the Prosecutor determines that it is necessary to reduce the size of the workforce, layoffs shall be in reverse order of seniority within the bargaining unit.

23.3 For purposes of this Article, "seniority" is defined to mean: (1) with respect to employees employed as of January 1, 1995, all years of credit in the New Jersey Police and Fireman's Retirement Fund; and (2) with respect to employees hired on or after January 1, 1995, all years of service as a sworn officer with the Somerset County Prosecutor's Office.

23.3 For purposes of this Article, "lay off" is defined to mean an involuntary separation from employment for economic reasons.

23.4 Notwithstanding anything else to the contrary in this Article, the Prosecutor shall have the right to deviate from reverse seniority in implementing layoffs when, in the Prosecutor's discretion, good cause exists to deviate.

ARTICLE XXIV

COUNTY INSURANCE

1. The County will maintain liability insurance coverage for employees who are named in a civil suit, in which bodily injury, property damage or personal injury is alleged to have occurred as a result of the employee's actions in the performance of his/her duties while on duty. Said coverage shall indemnify the employee for his/her reasonable defense costs and for a judgment against the employee, within the terms of the policy and not to exceed the policy limits.

2. Notwithstanding anything else in this Article to the contrary, no liability insurance coverage shall be provided to employees: (1) who are named in a civil action instituted by another employee; (2) who are named in a criminal action; (3) who are involved in disciplinary proceedings; (4) for intentional injuries or damage; or (5) for injuries or damage caused while off duty.

3. The foregoing description of applicable coverages and exclusions is only a summary. If there is any variation between the foregoing description and the terms of the policy, the policy will control. In addition, the definitions of all terms shall be in accordance with the definitions contained in the policy.

4. Notwithstanding anything else in this Article to the contrary, the County retains the right to change the level and/or type of liability insurance coverage provided to employees at any time without prior negotiation.

5. To the extent, if at all, Paragraph 2 above is not consistent with the provisions of the Law Enforcement Officers Protection Act ("LEOPA"), Public Law 1996, c. 115, that apply to employees covered by this Agreement, the provisions of LEOPA shall preempt Paragraph 2.

ARTICLE XXV

PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Prosecutor or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Prosecutor's Office shall subject that member to appropriate disciplinary action.

ARTICLE XXVI

DISCIPLINARY ACTIONS

26.1. All disciplinary investigations and actions shall be in accordance with the Attorney General Guidelines. For purposes of this provision, discipline does not include discharge. Discharge shall be in accordance with New Jersey law.

ARTICLE XXVII

COLLEGE STIPENDS

27.1 College stipends for the highest attained degree will be paid in two annual installments, on the last pay of June and the last pay of November. The stipends will be as follows: \$500 per year for an Associates degree or 60 credits towards a Bachelors degree, \$750 per year for a Bachelors degree, or \$1000 per year for a post-graduate degree. Upon submission of appropriate documentation, i.e. transcript or diploma, payment of 50% of the stipend will begin with the next College stipend payment date.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2007 through December 31, 2011. If the parties have not executed a successor agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

Somerset County Board of Chosen Freeholders

By: Patricia R. Walsh *attest Council*
Kathryn Depina dated: 8/2/12

Somerset County Prosecutor

By: [Signature] Dated: 7-25-12

Somerset County Prosecutor's Office Superior Officers Association

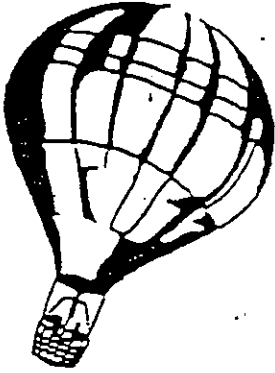
By: [Signature] Dated: 7-25-12

**PBA Prosecutors
2007 - 2011**

	2007	2008	2009	2010	2011
Captain	121,290	125,535	129,929	143,442	148,462
Lieutenant	108,044	111,826	115,739	127,776	132,249

**SOMERSET COUNTY PROSECUTORS
2007 - 2011**

POSITION TITLE	EXEMPT	NAME	2006 SALARY	2007 SALARY	2008 SALARY	2009 SALARY	2010 SALARY	2011 SALARY
Captain Of County Detectives	E	BUCKMAN, STUART A.	109,376	121,290	125,535	129,929	143,442	148,462
Captain Of County Detectives	E	BURKE, STEPHEN	109,376	121,290	125,535	129,929	143,442	148,462
Captain Of County Detectives	E	COLUCCI, RUSSELL	109,376	121,290	125,535	129,929	143,442	148,462
Captain Of County Detectives	E	HISSIM, ANDREW L	109,376	121,290	125,535	129,929	143,442	148,462
Lieutenant Of Detectives	E	FITZGERALD, TIMOTHY M.	97,431	108,044	111,826	115,739	127,776	132,249
Lieutenant Of Detectives	E	LUBAS, PETER	97,431	108,044	111,826	115,739	127,776	132,249
Lieutenant Of Detectives	E	SHEA, CHRISTOPHER J.	97,431	108,044	111,826	115,739	127,776	132,249



Educational Reimbursement

Policy

Section 1. General

It is the policy of Somerset County to encourage the development and career progress of its employees. The purpose of the educational reimbursement program is to assist such development and growth by providing full-time regular, provisional, and non-classified employees with financial assistance for training and courses which are related to the employee's present position or to future positions within the County but which are not available within the County structure.

Section 2. Consideration of Requests for Educational Reimbursement

A committee of peers shall approve or disapprove requests for educational reimbursement on the basis of the following:

- A. A determination as to whether the course for which educational reimbursement has been requested relates to the employee's present or potential future position with the County.
- B. A determination of whether the course for which educational reimbursement has been requested can be paid for through another funding source (eg. Veteran's benefits).
- C. The availability of funds budgeted for educational reimbursement.

Section 3. Eligible Courses

- A. An eligible course must be offered by Rutgers University. If a course is offered at another college, university or by another type of institution or organization, a waiver must be approved by the Committee.
- B. An eligible course must be taken by an employee on his/her own time, outside of regular work hours. The only exception to this may be when there is a course that is not offered at such time by any area educational institution and when a course taken during working hours will not interfere with the employee's ability to perform the duties of his/her position, as determined by the employee's division head and the Department Head.
- C. A course meeting one or more of the following requirements shall be considered eligible for the educational reimbursement program:

Educational Reimbursement

- 1) A course shall be directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
- 2) A course will prepare an employee for potential advancement within the County.
- 3) A course is part of a degree program which is directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
- 4) A course is part of a degree program which will prepare an employee for potential advancement within the County.

Section 4. Eligible Expenses

- A. Expenses which are normally eligible for reimbursement include the course tuition, registration fee, and laboratory or other fee directly related to the course and actually paid by the employee. Expenses which are not eligible for reimbursement include an application, matriculation, or graduation fee; an activity or health fee; the cost of books, supplies, or equipment; deposits for and/or laboratory breakage; meals; parking fees; travel expenses; and the like.
- B. An employee whose course has been approved shall usually be reimbursed for 100% at Rutgers' rate of the eligible expenses as described above upon successful completion of the course.

Section 5. Conditions of Reimbursement

If an employee's course has been approved for reimbursement, he/she shall be reimbursed, as described above, provided the following conditions are met:

- A. An employee must obtain a satisfactory passing grade of "C" or better. In numerical grading systems, only those grades above the grade classified as "poor" will be considered satisfactory. For example, the Rutgers scale of marking is: 1 - distinction; 2 - high quality; 3 - fair; 4 - poor; and 5 - failure. Therefore, in this example, only those employees receiving a 1, 2, or 3 grade would be reimbursed.
- B. An employee is not receiving reimbursement for the course from another source; if this is the case, the County shall pay the difference between what the other source paid and the total eligible expenses.
- C. An employee must be employed by the County at the conclusion of an approved course to receive the reimbursement. An employee who

Educational Reimbursement

resigns or is terminated prior to the completion of an approved course shall forfeit any right to such reimbursement.

- D. An employee must remain employed by the County for two (2) years upon completion of a degree or will pay back 100% of the Rutgers rate. Any employee entering into a degree program will sign an agreement to these terms.

Procedure

Section 1. Application Procedure

- A. An employee is required to discuss his/her desire to take a course under this program with his/her division head. The employee should be prepared to discuss the length of the course, the place at which the course will be held, the amount of tuition for the course, and the reasons for taking the course.
- B. The employee shall complete an "Educational Reimbursement Application" (See Appendix) in triplicate, if he/she feels the course in question is warranted. All copies of the completed application shall be forwarded to the Project Specialist, Division of Human Resources for consideration by the Committee. To be considered for reimbursement, an application must be received by the Division of Human Resources at least seven working days prior to the course's starting date.
- C. The Committee shall review all requests and shall approve or disapprove the course and shall note this appropriately on all copies of the application. Two copies shall be returned to the division head; one is to be retained by the Committee and the other is to be given to the employee. The approved or disapproved applications shall be sent to the division head within five working days after their original receipt in Human Resources.

Section 2. Reimbursement Procedure

Upon the completion of an approved course, the employee shall present the following to his/her division head: 1) the employee's copy of the approved "Educational Reimbursement Application," 2) evidence of payment for the eligible expenses of the course, and 3) the grade obtained. If a satisfactory grade had been obtained, the division head shall forward the above material to Human Resources where a voucher (See Appendix) of the cost of the eligible expenses shall be prepared. Human Resources shall then forward the voucher to the Treasurer's Office for payment. Employees shall be paid within one month of submission of the completed documents to the Division of Human Resources. Prior to the last year's courses for a degree program, an employee will sign a contract with the County to remain in employment two (2) years upon the successful completion of a degree program.

Health

Care Program

Enrollment Guide

Somerset County, NJ

Dear Somerset County Employee:

Somerset County is proud to offer our employees valuable and comprehensive health care benefits. Over the past several years, however, benefit costs, especially health care costs, have risen at an alarming rate for you and the County.

Because our commitment to protecting you and your family from the high cost of health care remains firm, we decided to take a close look at our medical program to make sure we were making the best use of the dollars we spend on benefits both in terms of value to our employees and cost to the County. Our review indicated that our employees and the County would benefit by making two important changes to our medical program.

First, we're introducing a new "point-of-service" medical plan. This plan is designed to provide enhanced medical coverage for you and your family while helping to keep health care costs under control. In deciding which health care network would provide us with the best service, we looked carefully at several excellent providers. Because of their commitment to quality and member services, a committee of county employees ranked Oxford Health Plans as the best provider. Therefore, we are pleased to announce that Oxford will manage our new point-of-service option.

Second, the County's cost of providing the Rasmussen Plan has spiraled upward along with national trends. The Oxford Plan will now be the standard plan offered (free of charge) to employees. As in the past, employees opting for other than the standard plan pay the difference in costs. Employees have contributed towards CoMed and HIP New Jersey for years. Beginning in June, employees who wish to remain in the Rasmussen Plan will also contribute.

To help you understand your medical options and select the plan that's right for you, we've prepared this enrollment guide and the accompanying brochure, Important Facts about the Oxford Health Plan. In addition, training will be provided for all county employees. Also, a health fair has been scheduled for April 5. All plan providers have been invited to participate. If you have questions about anything in either booklet, please call our Human Resources Division at 231-7120.

Sincerely,

Fred J. Howlett

Freeholder Director

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Choices for Changing Needs

Beginning June 1, 1995, Somerset County is making several important changes to our health care program - changes that will help us better manage the high cost of health care while continuing to provide you and your family with excellent medical coverage. The program also is designed to give you choices that help you keep pace with your changing needs.

We've written this enrollment guide to help you understand your medical options and enroll in the program successfully. Please read it carefully. If you are married, you may want to share it with your spouse.

If you have any questions about your options after reviewing this material, please contact the Division of Human Resources.

Eligibility

You're eligible for the medical plans described in this guide if you're a full-time employee of Somerset County working at least 20 hours a week.

You can also enroll your eligible dependents. Eligible dependents include your spouse and children. A child is defined as your natural or adopted child, stepchild, foster child, or any children under your legal guardianship until the child marries or turns 23*. (The HMOs have separate age limits for dependent children. Refer to your HMO material for specific information about dependent eligibility.) There is no age limit for unmarried children who are unable to support themselves because of mental retardation or physical handicap, as long as the condition started before they reached age 23.

Your Medical Options at a Glance

As an eligible employee, Somerset County offers you a choice of four medical plans, including:

- A "point-of-service" plan (Oxford Health Plans),
- A traditional indemnity plan (Rasmussen Plan), and
- Two Health Maintenance Organizations (HMO) under contract with Somerset County.

Each plan is designed to give you comprehensive medical coverage. It's up to you to decide which plan best meets the needs of you and your family.

* Effective January 1, 1996, dependent coverage will cease at age 19, or age 23 if a full-time student (verification will be required). This applies to all plans.

Your Cost for Coverage

Depending on your choices, you may have to make contributions through payroll deduction to help cover the cost of your health care benefits, as follows:

- If you elect coverage under Oxford Health Plans, there will be no contribution. The County pays the full cost of this option for both you and your eligible dependents.
- If you elect coverage under the Rasmussen Plan or an HMO, you will contribute toward the cost of your coverage. The amount you pay depends on the plan you choose and the number of dependents you choose to cover.

[Please refer to the "1995 Medical Plan Costs" chart included with this enrollment guide.]

When Coverage Begins

If you're a new employee, your coverage begins on the first day of the month following two months of continuous employment with Somerset County provided you complete and submit an enrollment form to the Division of Human Resources. (If you enroll in an HMO, your waiting period may be different. Refer to the eligibility rules for the HMO in your area.) If you're enrolled in a Somerset County medical plan on May 31, 1995, your participation will continue without interruption.

Enrolling in the Plan

If you're a newly eligible employee or you're changing medical coverage, you must complete an enrollment form and return it to the Division of Human Resources by the enrollment deadline. If you're already enrolled in a Somerset County medical plan and you're not changing medical options, you will still need to complete a new enrollment form.

In addition to this guide, to enroll you'll need:

- The enrollment form of the medical plan you choose
- A provider directory (if you choose Oxford Health Plans or an HMO), and
- A ballpoint pen.

Once you obtain the enrollment form of the plan you want, you'll be asked to select a level of coverage. You may select coverage for:

- Yourself
- Yourself and your spouse
- Yourself and an eligible dependent child(ren), or
- Your family.

Changing Your Coverage

In general, the medical plan election you make will remain in effect for an entire calendar year. However, for 1995 only, our plan year will be a short one - June 1, 1995 to December 31, 1995. In November 1995, and each November after that, you'll have an opportunity to review and change your elections, which will then become effective for the next calendar year.

Under certain circumstances you may be able to change your coverage during the calendar year. For example, if you're enrolled in Oxford Health Plans or an HMO and you move out of that plan's service area. You can also change your coverage level if you have a change in family status. Changes in family status include:

- Marriage
- Birth of a child
- Adoption of a child
- Loss of an eligible dependent
- Death, divorce, or legal separation, and
- Termination of spouse's insurance.

If you get married, you should contact the Division of Human Resources to enroll your new spouse within 31 days before but not later than 31 days after the date you are married. Keep in mind that you do not need to complete a new enrollment form for newborn children. Newborn children are covered automatically from birth, as long as you notify the Division of Human Resources [within 31 days of their birth].

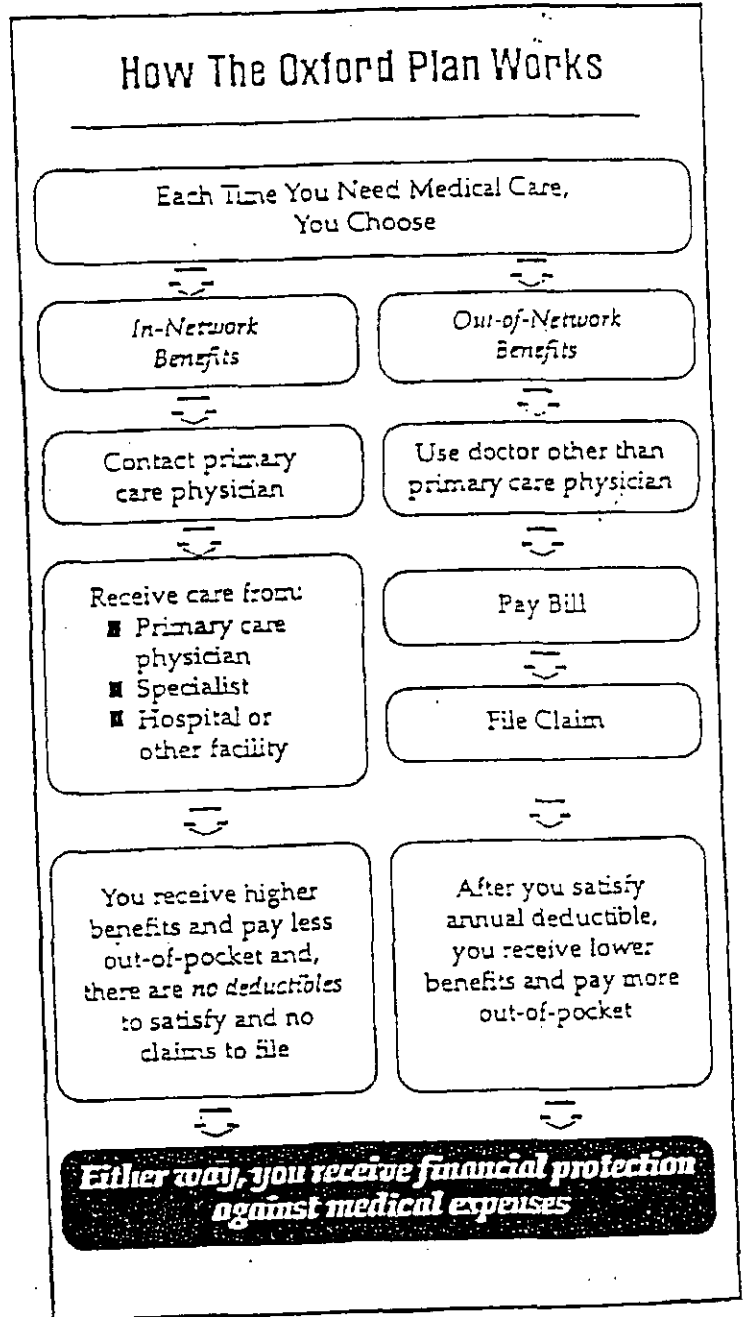
Our Medical Options

can choose from four medical options. While a option is different, all four provide important protection from the high cost of health care. A chart on pages 11 - 12 provides an overview of the benefits available under each medical option.

Option 1: Oxford Health Plans

The Oxford Plan combines the features of traditional medical plans and health maintenance organizations (HMOs). Essentially, the benefits you get depend on where you decide to receive your care. Here's how it works:

- First you choose a *primary care physician* from a list of doctors in the Oxford Plan network. Your primary care physician is the central source for all your medical care - including treating you for illness or injury, referring you to specialists, scheduling hospital stays, and so on.
- Any time you or a family member need medical care, you have a choice: Use a doctor *inside* the network or a doctor *outside* the network. Your level of benefits is determined at the "point of service" - where the medical care is provided.
- If you use a provider *inside* the network - that is, if your primary care physician authorizes the service or supplies - you get higher benefits (in most cases 100% of eligible expenses) and pay less out of your own pocket. And doctor office visits are covered at 100% after a \$10 copayment. Plus, there are no annual deductibles to satisfy and *no claim forms to file*.



- If you use a provider *outside* the network, your care is still covered, but you receive lower benefits - and you must satisfy an annual deductible before the plan pays benefits. In general, when you use an out-of-network doctor or hospital, the plan pays 70% of the reasonable and customary charge for eligible expenses and you pay 30%. And, when you use providers outside the network, you must file a claim form to be reimbursed. See the chart on pages 11 - 12 for details.

You get higher benefits when you use a network doctor because these doctors have contracted with the Oxford Plan, the network administrator, to reduce their fees in exchange for the opportunity of being part of the network.

Somerset County chose Oxford as the network administrator because of their extensive provider network - doctors and hospitals - in Somerset County. In addition, Oxford requires that network doctors meet the highest standards and continually monitors the quality of care.

Here are some important features of the Oxford Plan.

Your deductible. A deductible is the annual dollar amount you must pay *before* a plan starts paying benefits. The Oxford Plan does not require deductibles as long as your primary care physician coordinates your medical care. If you use *out-of-network* providers, however, the plan requires each covered person to meet a \$500 deductible (\$1,000 maximum for you and your family) each year before the plan starts paying benefits.

What Is a Primary Care Physician?

Primary care physicians are pediatricians, internists, and family practitioners. Typically, primary care physicians are also trained in gastroenterology, orthopedics, dermatology, obstetrics, gynecology, psychology, and other subdisciplines. In other words, they learn what they need to know to take care of the whole person.

Primary care physicians do more than treat illness - they focus on keeping their patients well by administering preventive health care tests, like immunizations, mammograms, pap smears, cholesterol screenings, and high blood pressure measurement. Studies have demonstrated that screening patients and treating problems early can prevent more serious conditions.

Moreover, by relying on past experience and first-hand knowledge of the patient, the primary care physician is best qualified to choose a specialist if a problem is out of his or her scope of practice. The primary care physician then remains involved to make sure the treatment is administered successfully and without complication.

Your coinsurance. Coinsurance is the percentage of eligible charges paid by you and the medical plan you choose. If you use out-of-network providers, the Oxford Plan generally pays 70% of the reasonable and customary charge. The 30% you pay is your coinsurance. If you use in-network providers, you won't pay any coinsurance. Instead, you pay a small copayment for most services (see below).

Your copayment. Copayments are fees you pay your doctor or hospital at the time of care. For example, the Oxford Plan requires a \$10 copayment for each office visit when your primary care physician coordinates your care. See the chart on page 11 for other required copayments.

Your out-of-pocket limit. To help protect you from the high cost of medical expenses you receive *out-of-network*, the Oxford Plan limits the total amount you have to pay each calendar year. Once your share of coinsurance reaches \$1,500 (\$3,000 maximum for a family), the plan pays 100% of the reasonable and customary charge for any remaining eligible expenses you incur for the rest of the calendar year.

[Your out-of-pocket limit includes the annual deductibles, but excludes your copayments, amounts that exceed the "reasonable and customary fee," and any charges you incur because of failure to comply with health care management features.]

Wellness and preventive care. As long as you receive your care in-network, the plan covers 100% of the cost for certain preventive care, including routine physicals, well child care, and immunizations - without any copayments. The plan does not cover these services from out-of-network providers.

Hospital and surgical benefits. The Oxford Plan covers 100% of the cost of in-network hospital expenses, including room and board, surgical procedures, intensive care, pre-admission testing, anesthesia, and other eligible charges. On the other hand, if you use an out-of-network physician or hospital, the plan pays 70% of the reasonable and customary charge for these expenses.

Reasonable and Customary Fee

Your Oxford Health Plan's out-of-network coverage pays benefits to the extent that charges are reasonable and customary. A charge is considered reasonable and customary if it is the normal charge made by the provider for a similar service or supply *and* it does not exceed the normal charge made by providers in the same general area in which you receive care. If the provider's fee exceeds this amount, you are responsible for paying the additional cost.

If you're covered under Oxford Health Plan and receive all your medical care on an in-network basis, you won't have to worry about reasonable and customary charges. That's because in-network providers have agreed to pre-negotiated fees from Oxford Health Plan.

Regardless of whether you use in-network or out-of-network providers, you must first get authorization from Oxford's Health Services Department. The toll-free number is 1-800-444-6222. If you do not call the Health Services Department to pre-certify your hospital stay or surgery, *benefits will be denied* (see page 11).

Prescription drugs. The Oxford Plan includes a prescription drug card program, a convenient and economical way to cover the cost of prescription drugs. If you choose Oxford, you can have your prescriptions filled at any *participating* PCS Pharmacy and pay just \$5 per prescription for generic drugs and \$10 per prescription for brand name drugs. Using this plan is simple - you just show the pharmacist your card and pay the required copayment for your prescription. No claim form is required.

Mental health and substance abuse benefits. The plan pays inpatient and outpatient mental health and substance abuse benefits each year. See the chart on pages 11 - 12 for a summary of these benefits.

Emergency Care. No matter where you are in the world, you are covered for emergency treatment, including emergency hospitalization. If you have a true medical emergency and don't have time to call your primary care physician, seek treatment immediately at the nearest medical facility. You will receive in-network benefits as long as you or a family member contact Oxford within 48 hours of your emergency care. You should then contact your primary care physician to coordinate any necessary ongoing care so it is paid at the in-network level.

Under the Oxford Plan, a medical emergency is a sickness or injury that demands immediate medical attention. Failure to get attention could put the patient's life in danger or cause serious harm to bodily functions. Examples include:

- Apparent heart attack or stroke
- Severe shortness of breath or difficulty in breathing
- Severe bleeding
- Loss of consciousness
- Severe or multiple injuries, obvious fractures
- Severe allergic reaction, and
- Poisoning.

If you use the emergency room for a medical emergency, you'll pay a \$35 copayment. (This copayment will be waived if you're subsequently admitted.) [Directions for seeking emergency care are printed on your Oxford Plan ID card.]

If you don't need *immediate* medical attention, contact your primary care physician (or a covering physician) before going to the emergency room. Your primary care physician is the best person to help you decide what to do next. Often your doctor can advise you over the phone on how to reduce your discomfort or can make arrangements for you to see another doctor - whether at the office or hospital emergency room - and coordinate your follow-up care. If you cannot reach your primary care physician, the Oxford toll-free number is available 24 hours a day; a nurse is always on call for emergencies.

Health Care Cost Management

To help protect you from the cost and inconvenience of unnecessary surgery or extended hospital stays, the Oxford Plan includes a special health care cost management feature. This feature - also referred to as Hospital Pre-Certification and Medical Review - benefits you and Somerset County. It benefits you because you become more informed about health care and about possible alternatives. It benefits the County because it may encourage employees and/or physicians to use less expensive - yet equally effective - alternatives to medical treatment. Therefore, because this cost management feature helps control Somerset County's costs, it also controls your costs - and that benefits everyone.

Here's how it works: Whenever your doctor recommends hospitalization, surgery, or a major diagnostic procedure, call Oxford's Health Services Department at 1-800-444-6222. You or your doctor must call at least 14 days in advance of your scheduled treatment. If you have an emergency and must be admitted or treated immediately, you, a relative, or your doctor must contact the Health Services Department no later than 48 hours after your emergency care. This applies to both in-network and out-of-network care.

Becoming a Better Health Care Consumer

When it comes to health care, you're actually a *consumer*. Here are several tips to help you be a more cost-conscious consumer of health care:

- Check your medical bills (doctor, hospital, lab, etc.) to make sure you're being charged only for services you actually received.
- Whenever possible, use outpatient or same-day services, such as surgical centers, urgent-care centers, and birthing centers. In most cases, receiving this type of care is more cost-effective than inpatient hospital stays or emergency room care.
- Ask your doctor to prescribe generic drugs whenever possible. Generic drugs are almost always less expensive than brand name drugs.
- If you enroll in Oxford Health Plan, *always* use network providers. Only then will you be sure you are receiving maximum benefits under the plan.
- If you enroll in Oxford Health Plan and need to be hospitalized or require elective surgery or a major diagnostic procedure, make sure you call Oxford first at 1-800-444-6222.

When you call, an Oxford Health Service Coordinator will ask for the following information:

- Your name, address, and home and work telephone numbers
- The patient's name
- Your physician's name and address
- Your hospital's name and address, and
- Your physician's diagnosis, proposed treatment plan, and anticipated length of stay.

The Health Service Coordinator will review your case, consult with your physician, and discuss the clinical findings to determine the extent of your coverage.

Please note that if you do not call Oxford's Health Services Department to have your hospital stay or surgery pre-certified, benefits will be denied.

Option 2: The Traditional Indemnity Plan (Rasmussen Plan)

If you wish, you can choose coverage under the Rasmussen Plan, which is a traditional "indemnity" medical plan. This plan, which is administered by Rasmussen Administrators, covers most of the same services and supplies as the Oxford Plan, but with different deductibles and other out-of-pocket costs. Here's how the plan works.

Your deductible. The Rasmussen Plan requires each covered individual to satisfy a \$100 deductible (\$200 maximum for you and your family) each year before the plan starts paying most major medical benefits. The plan pays hospitalization and related expenses even before you meet the annual deductible.

Coordination of Benefits

If you're covered under more than one medical plan - for example, if you're covered as a dependent under your spouse's plan - your Somerset County medical plan will coordinate with your other benefits.

Coordination of benefits means that one plan pays benefits first. Then, if any eligible expenses remain, the other plan pays those remaining expenses. Here are the rules for which plan pays first:

- The plan covering a person as an employee always pays first.
- For a dependent child of married parents, the plan of the parent whose birthday falls earlier in the year pays first. If you and your spouse have the same birthday, the plan covering either you or your spouse for the longer period pays first.
- For a dependent child of a separated or divorced parent, the rules are determined in this order:
 - The plan of the parent who is responsible for the child's health expenses pays first, or
 - The plan of the parent with custody pays first, or
 - The plan of the stepparent with custody pays first, or
 - The plan of the parent without custody pays first.

coinsurance. Your coinsurance under the plan depends on the type of medical service, as follows:

- **Basic hospitalization.** The plan pays 100% of the reasonable and customary charge for eligible inpatient hospital expenses, up to a maximum of 120 days.
- **Major medical.** Once you meet the deductible, the plan pays 80% of the reasonable and customary charge for most other eligible expenses, and you pay 20%.

See the chart on page 12 for the benefits schedule under the Rasmussen Plan.

Out-of-pocket limit. Once you have satisfied your deductible, and when the 20% you pay for major medical services reaches \$400 in any calendar year, the plan pays 100% of your eligible expenses for the rest of the year. The \$500 out-of-pocket limit applies separately to each covered family member.

Claim forms. To be reimbursed under the Rasmussen Plan, you must file a claim form with Rasmussen Administrators.

Option 3: Health Maintenance Organizations (HMOs)

If you prefer, you can choose coverage under a Health Maintenance Organization (HMO), which works much like in-network benefits under the Oxford Plan.

When you join an HMO, most services are covered in full after you pay a small copayment - as long as your care is arranged and/or provided by HMO providers. These services include routine office visits and other preventive care examinations, inpatient and outpatient hospital services, skilled nursing care, maternity services, and prescription drugs. Mental health benefits are subject to certain limitations.

If you join an HMO, you'll choose a primary care physician from a list of participating doctors. He or she then coordinates all your health care needs. Most HMOs also are affiliated with specific hospitals. Therefore, if you must be hospitalized, you'll probably be treated in a hospital affiliated with your HMO. Keep in mind that unlike the Oxford Plan, no benefits are payable if you receive non-emergency care from doctors or hospitals not affiliated with the HMO.

The HMOs available are:

- CIGNA's Co-Med, and
- HIP New Jersey.

If you're interested in joining an HMO, contact the Division of Human Resources for specific benefit and enrollment information.

Your Medical Plan Options at a Glance

Plan Feature	Oxford Health Plans (1)	
	In-Network	Out-of-Network*
Annual Deductible	None	\$500/Individual; \$1,000/Family (applies to all services)
Out-of-Pocket Limit	Not Applicable	\$1,500/Individual; \$3,000/Family
Lifetime Maximum	\$2,000,000	\$1,000,000
Hospitalization	100%(2)	70%(2)
Inpatient Surgery	100%(2)	70%(2)
Outpatient Surgery	100%(2)	70%(2)
Doctor's Inpatient Hospital Visit	100%	70%
Doctor's Office Visit	\$10 copayment	70%
Diagnostic lab services (not in conjunction with doctor's office visit)	100% (at Metpath or other participating laboratory)	70%
Skilled Nursing Care	100% for 30 days each calendar year(2)	70% for 30 days each calendar year(2)
Home Health Care	\$10 copayment for up to 60 home visits	70% for up to 60 home care visits
Emergency Treatment	Emergency room(3): \$35 copayment (waived if admitted); Urgi-Center(2): \$10 copayment	Emergency room(3): \$55 copayment (waived if admitted); Urgi-Centers: 70%
Routine Care (physical exams, pediatric care, and immunizations)	100%	Not covered
Mammography/Pap Testing	100%	Subject to deductible and coinsurance
Well Child Care	100%	Not covered
Acute Out-of-Area Care	100% (if pre-approved by Oxford's Medical Management Department)	
Prescription Drugs	Provided through PCS prescription drug card program; \$5 for generic drugs and \$10 for brand name drugs	
Inpatient Mental Health/Substance Abuse	100% at approved facilities(2); Mental Health: 30 days per year; Substance Abuse: 7 days detox plus 30 days rehab per year	
Outpatient Mental Health/Substance Abuse	Mental Health: 50% per visit up to 40 visits per year Substance Abuse(2): 100% up to 60 visits each year (at approved facilities)	Mental Health: 50% (after deductible) up to \$1,000 - maximum of 40 visits each year Substance Abuse(2): 100% up to 60 visits each year (at approved facilities)
Chiropractic Care	Out-of-network only	After deductible, 50% coverage up to \$500 max. amt. payable per yr.

(1) All Oxford plan out-of-network and HMO/Health Plan charges are based on reasonable and customary allowance.
 (2) For more information concerning services through Oxford's Health Services Department. (3) Oxford must be contacted within 48 hours.

SOMERSET COUNTY HEALTH BENEFITS POLICY

Effective January 1, 2007

- Coverage Criteria: all positions with annual salaries in excess of \$80,000, but exclusive of employees who have chosen not to receive medical benefits or are not eligible for medical benefits.
- Coverage Policy: all employees falling within coverage criteria and receiving medical benefits will contribute:
 - For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$50,000 of annual salary
 - For employees with salaries above \$100,000:
2% of salary in excess of the first \$50,000 of annual salary
 - No change in prescription or medical service co-pays

SOMERSET COUNTY HEALTH BENEFITS POLICY

Effective July 1, 2007

- Coverage Criteria: all positions with annual base salaries in excess of \$50,000.
- Coverage Policy: all employees falling within coverage criteria and receiving medical benefits will contribute:
 - For employees with salaries above \$50,000:
1.0% of salary in excess of the first \$50,000 of annual salary
 - For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$50,000 of annual salary
 - For employees with salaries above \$100,000:
2% of salary in excess of the first \$50,000 of annual salary
 - Base prescription or medical service co-pays will increase for all employees to \$15.

Appendix D

The following chart shows revised annual Vacation allotments for *Prosecutor Detectives/Superiors* based on years of service:

Years Service:	Days/Year:	35 hrs week/ 7.0 hrs day:	37.5 hrs week/ 7.5 hrs/day:	40 hrs week/ 8.0 hrs day:
1-5	12	84.0	90.0	96.0
6-10	14	98.0	105.0	112.0
11-15	17	119.0	127.5	136.0
16-20	20	140.0	150.5	160.0
21-25	22	154.0	165.0	176.0
26+	27	189.0	202.5	216.0

Appendix E

R98-741

RESOLUTION MODIFYING THE RESOLUTIONS APPROVING BENEFITS FOR
COUNTY EMPLOYEES AND SURVIVING SPOUSES WITH EXCESS OF
TWENTY FIVE YEARS SERVICE

WHEREAS, the Chief Financial Officer of the County of Somerset has certified in writing the availability of funds for the purpose set forth in this Resolution.

WHEREAS, N.J.S.A. 40A:10-23 permits the County to assume the cost of health benefits coverage and to pay premiums for employees who have retired under certain circumstances as permitted under that section, including coverage and premiums for eligible dependents, if any; and

WHEREAS, the County Board of Chosen Freeholders had previously adopted a Resolution on March 15, 1983 providing for the assumption of the costs of health benefits coverage for employees who have retired after 25 years or more of service with the County of Somerset, including coverage for their eligible dependents, if any, under uniform conditions established by the Board; and

WHEREAS, additionally, the Somerset County Board of Chosen Freeholders approved a Resolution on August 16, 1983 modifying that policy and extending those benefits to the surviving spouses of employees with 25 years or more of service with Somerset County; and

WHEREAS, the Somerset County Board of Chosen Freeholders is desirous of amending its policy with regards to the assumption of the cost of health benefits coverage and to pay premiums for certain County employees who have retired after 25 years or more of service with the County, State of New Jersey and/or local municipal service, provided the employee has been employed continuously for a minimum of 15 years or more with the County of Somerset immediately preceding the employee's retirement.

NOW, THEREFORE, BE IT RESOLVED by the Somerset County Board of Chosen Freeholders, that the County of Somerset hereby amends its policy concerning the assumption of the cost of health benefits coverage to provide that the County will assume the entire cost of health benefits coverage and to pay the premium for such coverage for employees who have retired after 25 years or more of service with the County of Somerset, State of New Jersey and/or a New Jersey municipality, including coverage for their eligible dependents, if any, under uniform conditions established by the Board of Chosen Freeholders of the County of Somerset in the County Policy and Somerset County Health Care Benefits Program, and to extend those benefits to the surviving spouses of employees who are eligible for coverage, provided the employee has been continuously employed with the County of Somerset for a minimum period of 15 years immediately preceding the employee's retirement.

I, Kathryn Quick, Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset in the State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board of Chosen Freeholders at its convened meeting of December 15, 1998.

Kathryn Quick

Kathryn Quick, Deputy Clerk of the Board

Reviewed as to Form and Legality 61 ..
Somerset County Counsel

J. C. Miller