

A G R E E M E N T

BETWEEN

THE PROSECUTOR OF UNION COUNTY

AND

DETECTIVES AND INVESTIGATORS ASSOCIATION
OF UNION COUNTY
PBA LOCAL NO. 250

JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

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PREAMBLE

This Agreement made this ____ day of _____, 2003, by and between **THE PROSECUTOR OF UNION COUNTY**, hereinafter referred to as the "Employer" and the **DETECTIVES AND INVESTIGATORS ASSOCIATION OF UNION COUNTY, PBA LOCAL NO. 250**, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION

The employer hereby recognizes PBA Local No. 250 as the exclusive representative of the Detectives and Investigators Association of Union County for all its Detectives and Investigators and Investigator Accountant in the employ of the employer, not holding a superior officer rank.

ARTICLE II

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1

Whenever the term "employer", "Department Head", or "Supervisor" shall be used through this Agreement, it shall mean the Union County Prosecutor.

Section 2

Except as modified, altered or amended by the within Agreement the employer shall not be limited in the exercise of its statutory management functions. The employer hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in it by the laws of the State of New Jersey, the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

A. The Prosecutor has the right to hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote, and transfer all such employees.

B. The Prosecutor has the right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

Section 3

The exercise of the foregoing powers, right, authority, duties and responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance

thereof and the use of judgment and discretion in connection thereto shall be limited only by this Agreement but only to the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1

The employer agrees to have deducted from the salaries of each employee who is a member of the Association under this Agreement, dues for the Detectives and Investigators Association of Union County, when authorized in writing to do so by each Association member. Individual authorization forms shall be filed by the Association with the appropriate business office of the employer.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the employer. Where an employee takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the employer to have collected funds from his salary during such absence. Upon his return to employment at the termination of his leave, the employer shall continue to have deducted dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the employer, and the amount so certified will be uniform for all members of the Association. The Association shall provide and maintain a demand and return system consistent with New Jersey Law.

Section 3

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

Section 4

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

Section 5

The Association agrees that it will indemnify and save harmless the Prosecutor and the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Association under this **Article**.

ARTICLE IV

NO STRIKES OR LOCKOUTS

Section 1

Participation by any employee covered by the terms of this Agreement in a strike, or a refusal to perform duties, shall be just cause for disciplinary action.

Section 2

No lockout of employees shall be instituted by the employer during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it, nor any of its members, will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any such similar actions which would involve suspension of, or interference with, the normal work or activities carried on by the Prosecutor. In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined or discharged by the Prosecutor.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1

A. A complaint may be directed by an employee or by the Association to the Prosecutor concerning policies or administrative decision not directed against wages, hours of work or other conditions of employment which are covered by the terms and conditions of the Collective Negotiations Agreement.

B. A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

Section 2

Any employee covered by the terms of this Agreement may direct complaint to his immediate supervisor involving a policy or administrative decision which does not relate to wages, hours of work or other conditions of employment provided for in the Collective Negotiations Agreement. The complaint shall be in writing and shall be directed to the employee's immediate supervising superior officer within five (5) working days after the policy or administrative decision is put into effect. If the immediate supervising superior officer cannot resolve the complaint to the employee's satisfaction it shall be referred to whomever the Prosecutor designates as the proper authority to review such a complaint who shall render a decision thereon within fifteen (15) working days after receipt of the same by the Superior Officer designated to hear the complaint. The decision of the Prosecutor's designee concerning such complaints shall be final and binding upon the

complainant.

Section 3

Grievances, as here and above defined, should be handled in an expeditious and mutually satisfactory manner and to that end the following procedure shall be followed:

STEP ONE

An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or the condition giving rise to the grievance.

STEP TWO

If the aggrieved party is not satisfied with the disposition of his grievance at **STEP ONE**, or if no decision has been rendered within three (3) working days after presentation of that grievance at **STEP ONE**, he may file a grievance in writing with a panel consisting of the Chief of County Investigations and the First (1st) Assistant County Prosecutor, or in their absence, a representative designated by the Prosecutor. A meeting on the grievance shall be held between the panel or their designated representatives and the aggrieved party and the Association's designated representatives within ten (10) days after presentation of the grievance in the Second Step. A decision thereon shall be rendered within five (5) working days after the holding of such meeting.

STEP THREE

If the aggrieved party is not satisfied with the disposition of his grievance at **STEP TWO**, or if no decision has been rendered within five (5) working days after presentation of that grievance at **STEP TWO**, the matter may be referred to the Prosecutor of Union County or his designated representative. A meeting on the grievance shall be held between the Prosecutor of Union County or his designated representative and the aggrieved party and the Association's designated representative within ten (10) days after presentation of the

grievance in **STEP THREE**. The decision of the County Prosecutor shall be rendered in writing within ten (10) working days after the meeting has been held.

STEP FOUR

If a satisfactory settlement is not reached in **STEP THREE** the grievant may request arbitration in writing within ten (10) working days after the answer is given by the Prosecutor or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission with a copy to be sent to the Prosecutor. Said written notice to the Public Employment Relations Commission should request that PERC submit panels of Arbitrators to each of the respective parties to this Agreement so that the said parties may exercise, independently, their right of selection which may be filed directly with the Public Employment Relations Commission pursuant to the Rules of the Public Employment Relations Commission.

Section 4

The filing fees for the arbitration shall be borne by the PBA.

Section 5

The fees and expenses of the Arbitrator shall be borne equally by the PBA and the Prosecutor, as the case may be.

Section 6

It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party requesting such services.

Section 7

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Section 8

The total cost of stenographer's records which may be made and transcripts thereof shall be paid by the parties ordering the same.

Section 9

In the event of arbitration, the Arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this Agreement.

Section 10

The Arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

Section 11

The time limits specified in the grievance and arbitration procedure shall be construed as maximum. However, these time periods may be extended by mutual written agreement only.

Section 12

Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

Section 13

Any time lost by a grievant in the arbitration procedure shall not be compensated by the Prosecutor.

ARTICLE VI

LONGEVITY

Section 1

All employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto; provided, however, that any employee hired subsequent to January 1, 1973, shall not be covered by, nor entitled to the benefits of, the longevity program.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

ARTICLE VII
CLOTHING ALLOWANCE

Section 1.

On or about the first day of December of each year an annual sum shall be payable to each employee for the repair, replacement, supplementing or cleaning of clothing worn while on duty, all of which is in recognition of the wear and tear upon clothing incurred by the employee during the course of the work year. If an employee works less than a full year he shall only receive a proportionate share of the annual clothing allowance at a monthly pro-rated rate for the number of months the employee worked. A voucher shall not be required.

Section 2.

The annual clothing allowance shall be as follows:

Effective January 1, 2001 - - - \$775.00 per annum

Effective January 1, 2002 - - - \$850.00 per annum

Effective January 1, 2003 - - - \$925.00 per annum

Effective January 1, 2004 - - - \$1,000.00 per annum

ARTICLE VIII

LEGAL AID

Section 1

The employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceeding instituted against the employee by the employer.

Section 2

Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the employer shall provide said employee with necessary means for the defense of such action or proceeding, other than for his/her defense in a disciplinary proceeding instituted against him/her by the employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the reasonable expense of his/her defense.

Section 3

Except as otherwise provided by law, no employee covered by this Agreement shall be removed from his office, employment or position for political reasons or for any cause

other than incapacity, or disobedience of rules and regulations established, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein, except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such employee. Said complaint shall be served upon the employee so charged, with notice of a designated hearing thereon by the proper authorities, which shall be not less than fifteen (15) nor more than thirty (30) days from date of service of the complaint. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.

ARTICLE IX

PERSONAL INJURY LIABILITY INSURANCE AND HEALTH INSURANCE COVERAGE

Section 1

The employer shall provide Personal Injury Liability Insurance "False Arrest Insurance" coverage for all employees.

Section 2

The current health insurance coverage for employees covered by this Agreement shall continue in full force and effect and there shall be no modification of coverage or benefits except as is provided below:

1. Effective January 1, 1993 the deductibles will be increased from One Hundred (\$100) Dollars to Two Hundred (\$200) Dollars per person and from \$200 to \$400 for dependent coverage.
2. Effective January 1, 1993 Co-payment for major medical coverage will be increased from 80%/20% of Two Thousand (\$2000) Dollars to 80%/20% of Five Thousand (\$5000) Dollars.
3. Effective January 1, 1993 the Co-payment for prescription coverage shall be increased from the present level of \$2.00 per prescription to \$5.00 per prescription for brand named drugs and \$3.00 per prescription for generic drugs. There shall be no co-payment for any mail order prescription.

Section 3

Effective January 1, 1996 the following provisions applicable to existing health insurance coverage will be maintained during the term of this agreement:

1. Deductible for any one benefit period shall be \$200 for each employee and an additional \$200 for eligible dependents for a total of \$400 if dependent coverage is involved. Co-payment by employees for major medical coverage shall be 20% of the first \$5,000 of eligible expenses.
2. Effective January 1, 1996, there shall be Pre-Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSOP) with 50% cutback applicable

to health insurance coverage, and employees with dependent coverage shall pay up to \$10.00 per month if the cost of insurance increases over the cost of the base year of May 1, 1992 to April 30, 1993. Also effective January 1, 1996, the Blue Cross/Blue Shield insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the employer. Employees shall have the right to maintain the traditional indemnity health insurance coverage provided they pay the difference between the Blue Select coverage and the traditional indemnity coverage with payments to be made on a monthly basis by payroll deduction at an amount not to exceed \$35.00 per month for single coverage and \$75.00 per month for family coverage.

3. Effective January 1, 1996, the drug prescription plan shall be modified as follows:
 - (A) Co-payment provisions shall be:
 - \$10.00 co-pay per prescription for brand name where generic is available;
 - \$5.00 co-pay per prescription for brand name where no generic is available or brand name is required by the doctor;
 - \$3.00 co-pay per prescription for generic;
 - No co-pay for mail order prescription;
 - No flow through of prescription co-payments to the major medical portion of the health insurance coverage.
 - (B) The prescription network known as "MEDCO" (CCN II network) will be implemented.
4. Effective January 1, 1996, the existing dental plan will be modified to provide 80%/20% co-pay instead of 50%/50% to a maximum of \$1,000 per year, and family coverage will be available. The additional cost of the upgraded dental plan shall be paid for by the employee. Employees shall also have the option to select coverage under the HealthPlex plan. Where employee payments are applicable, they shall be made by payroll deduction on a monthly basis.
5. Effective 1/1/2000 or as soon thereafter as is possible employees covered hereunder shall be provided with a drug prescription plan as follows:

- (A) Co-payment provisions shall be:
- \$10.00 co-pay per prescription for brand name where generic is available;
 - \$5.00 co-pay per prescription for brand name where no generic is available or brand name is required by the doctor;
 - \$3.00 co-pay per prescription for generic;
 - No co-pay for mail order prescription;
 - No flow through of prescription co-payments to the major medical portion of the health insurance coverage.
- (B) The prescription network known as "MEDCO" (CCN II Network) will be implemented.

Effective 1/1/2000 or as soon thereafter as is possible employees covered hereunder shall be provided with a health prescription plan as follows:

- (A) Deductible for any one benefit period shall be Two Hundred (\$200.00) dollars for eligible dependents for a total of Four Hundred (\$400) dollars if dependent coverage is involved. Co-payment by employees for major medical coverage shall be 20% of the first Five Thousand (\$5000) dollars for eligible dependents.
- (B) There shall be Pre-Admission Review ("PAR") and Mandatory Second Surgical Opinion ("MSSOP") with 50% cutback applicable to health insurance coverage, and employees with dependent coverage shall pay up to \$10.00 per month if the cost of insurance increases over the cost of the base year of May 1, 1992 to April 30, 1993.
- (C) Effective January 1, 2000 or as soon thereafter as possible, the Blue Cross/Blue Shield insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the employer. Employees shall have the right to maintain the traditional indemnity health insurance coverage provided they pay the difference between the Blue Select coverage and the traditional indemnity coverage with payments to be made on a monthly basis by payroll deduction at an amount not to exceed \$35.00 per month for single coverage and \$75.00 per month for family coverage.

Section 4.

Effective January 1, 2004, this article shall be modified to incorporate the following

provisions and shall not be retroactive. All effective dates specified herein shall be revised to January 1, 2004 at levels specified on January 1, 2004. The Health Benefit Buy out Option shall be available through December 31, 2004.

a. Prescription Co-pay

Effective January 1, 2002: Co-Pay to be adjusted to: Mail Order- \$3.00, Generic- \$5.00. Single Source - \$15.00, Multi Source - \$20.00 for all active employees.

Horizon PPO (Blue Select)

Employees in Horizon PPO (Blue Select) shall contribute towards the cost of doctor's office visit as follows:

<u>2002</u>	<u>2003</u>	<u>2004</u>
\$5.00 p/visit	\$10.00 p/visit	\$10.00 p/visit

Out of Network cost share shall be changed from 80/20 to 70/30 (County/Employee respectively) for all employees effective upon execution of the Agreement. Deductible for any single benefit period effective January 1, 2003 shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependents.

b. Contribution:

Effective January 1, 2004 incumbent employee Health Benefit Contribution shall be as follows:

Employees earning under \$65,000 = \$10.00 per month

Employees earning over \$65,000 = \$25.00 per month

Employees earning over \$75,000 as follows:

2002 - \$35.00 per month

2003 - \$40.00 per month

2004 - \$40.00 per month

Contributions are made pre-tax.

c. Health Benefit Buy Out Option

(Available from Jan. 1, 2004 - December 31, 2004)

Any employee with either family or Husband/wife coverage in any of the available Health Benefits Plans may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife Coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$2500 annually to be paid in 26 installments over the next year.

Employees opting out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting out shall

cease.

d. New Employee Health Benefit Contribution

Effective January 1, 2004, new employees shall receive PHS or Blue Choice coverage only. In addition, new employee shall contribute \$15.00 per month for single coverage and \$25.00 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between PHS and Blue Choice and chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of the then available plans.

ARTICLE X

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1

Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Chief of Investigations. The leave may only be taken if the Chief of Investigations approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- A. One (1) day after four (4) months of employment.
- B. One (1) additional day after eight (8) months of employment.
- C. The third (3rd) day may be granted between the tenth (10th) through the twelfth (12th) months of employment.

Section 2

Applications for use of personal leave immediately before or after any vacation period, holiday, or weekend shall be subject to the approval of the Prosecutor or his designee.

Section 3

Personal leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.

ARTICLE XI

HOLIDAYS

Section 1

The following days are designated as the annual holiday benefit.

New Year's Day
Martin Luther 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
Day After Thanksgiving
Christmas Day

Section 2

Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the employee(s), subject to prior approval by the Prosecutor.

ARTICLE XII

VACATIONS

Section 1

Vacation Eligibility

- A. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with one (1) to eight (8) years of service shall be entitled to thirteen (13) working days of vacation each year.
- C. Employees with eight (8) completed years to ten (10) years of service will be entitled to fourteen (14) working days vacation each year.
- D. Employees with ten (10) completed years to fifteen (15) years of service will be entitled to seventeen (17) working days vacation each year.
- E. Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to nineteen (19) working days vacation each year.
- F. Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to twenty-two (22) working days vacation each year.
- G. Employees with twenty-five (25) to thirty (30) or more completed years of service will be entitled to the following number of working days each year:
 - Twenty-five years - twenty seven (27) days
 - Twenty-six years - twenty eight (28) days
 - Twenty-seven years - twenty nine (29) days
 - Twenty-eight years - thirty (30) days
 - Twenty-nine years - thirty-one (31) days
 - Thirty or more years - thirty-two (32) days

Section 2

The Prosecutor shall have the exclusive right to determine when an employee's

vacation shall be scheduled. The Prosecutor agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 3

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year, the carry over of which had been previously approved in writing by the Prosecutor.

Section 4

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 5

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 6

If a paid holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 7

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 8

If an employee leaves the Prosecutor's employ for any reason before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation which shall then be deducted from his final paycheck.

Section 9

Vacations must be taken during the current calendar year unless the Prosecutor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

ARTICLE XIII

SICK LEAVE

Section 1

Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2

If an employee is absent for reasons that entitle him to sick leave, the Prosecutor shall be notified promptly. Failure to notify the Prosecutor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3

Sick leave is earned in the following manner:

- A. one (1) day for each full month of service with the employer during the first year of employment.
- B. One and one-quarter (1¼) days for each full month of service with the employer beginning with the second year of employment.
- C. Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the

expense of the employer.

Section 5

Any employee who has been absent on sick leave for a period totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less in which event, only one (1) medical certificate shall be required for every six (6) month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

Sick leave at retirement shall be governed by Schedule B annexed.

ARTICLE XIV

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse, or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, or other relative residing in the employee's household.

ARTICLE XV

EQUAL EMPLOYMENT

The employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

ARTICLE XVI

COERCION

There shall be no discrimination, interference or coercion by employer or any of its members or agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XVII

WORK SCHEDULES

Section 1

The standard weekly work schedule for all employees covered by this Agreement shall consist of thirty-seven and one-half (37½) hours per week from Monday through Friday, exclusive of a one-half (½) hour lunch period. Effective January 1, 1996 the standard work week shall be forty (40) hours inclusive of meal periods.

Section 2

The Prosecutor shall have the right to schedule the hours of work in the work week and to vary the daily or weekly work schedule consistent with the needs of the Department.

Section 3

The standard work week shall continue to exclude "shift work" and "weekend duty" as such, but the parties agree to continue to fulfill the needs of the Department which may, from time to time, require continuous twenty-four (24) hour operations, including Saturdays, Sundays and holidays.

ARTICLE XVIII

OVERTIME

Section 1

The employer shall compensate overtime at the rate of time and one-half (1 ½) of straight time pay to all employees covered by this Agreement for time worked in excess of thirty-seven and one-half (37 ½) hours per week. Effective January 1, 1996 overtime shall be paid for work in excess of forty (40) hours per week.

Section 2

For overtime rate purposes only, the calculation of the base hourly rate shall be determined by dividing 2000 into each detective/investigator's annual salary. When overtime is earned it is not affected by this clause.

Section 3

Each employee shall have the individual discretion as to whether to be compensated for each overtime period worked in either paid overtime or compensatory time off (calculated at the time and one-half rate). In the event that an employee elects to receive compensatory time off then said compensatory time shall be used within the sole discretion of the employee, subject only to prior employer approval.

ARTICLE XIX

STAND-BY COMPENSATION

Effective January 1, 2000, employees placed on Stand-by or in a designated on call basis shall be compensated by receiving a straight time credit of 25% of the hours assigned to Stand-by or on call status. Payment shall be made in compensatory time for all time in such status. Said time shall be placed in a compensatory time off bank. Employees called out for duty hours from Stand-by time shall receive compensation at the overtime rate for hours worked in addition to the Stand-by Compensatory time.

ARTICLE XX

RETENTION OF EXISTING BENEFITS

Section 1

Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this Agreement, including but not limited to any rights, benefits and privileges bestowed upon the employees by the laws of the United States or the laws of the State of New Jersey.

ARTICLE XXI

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decisions cause invalidation of any **Article** or **Section** of this Agreement, all other **Articles** and **Sections** not so invalidated shall remain in full force and effect.

ARTICLE XXII

SALARIES

Section 1

There shall be a general salary increase for all employees covered by the terms of this Agreement which were negotiated on an individual minimum and step basis as more particularly reflected in **Schedule A**, attached hereto. Increments will be paid on the applicable dates hereinafter set forth.

Section 2

A. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their salary increments as of January 1st.

B. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between July 1st and December 31st, shall receive their salary increments as of July 1st.

Section 3

First Class (1st Class) pay status shall be an entitlement of bargaining unit employees who qualify by achieving 30 "salary points". Salary points shall be the total points earned under the following formula. An employee shall earn 1 "salary point" for each year as a sworn law enforcement officer prior to joining the Union County Prosecutor's Office. An employee shall earn 3 "salary points" for each year of employment at the union County Prosecutor's Office. Using the above formula when an employee has accumulated 30 "salary points" then said employee shall be entitled to first class pay status thereafter. Effective January 1, 2003 the first class pay status shall be

converted to a new salary level designated as "Step 10" and reflected on the attached salary schedules. Achievement of the "Step 10" rate shall be in accordance with the existing step movement procedure, automatic annual step movement which survives the contract term. Under no circumstance shall any employee covered by this contract with who has 20 years of law enforcement time, as defined by the New Jersey Police and Fire Retirement System Statute and Case law, be placed at less than Step 5 on the salary guide upon initial hire. Annual step movement shall occur thereafter.

Section 4.

Effective January 1, 2000, paychecks will be distributed on a biweekly basis and employees will be provided with a "direct deposit" option.

Section 5.

Effective January 1, 2003 all employees covered by this Agreement shall be eligible, upon completion of the requisite years of law enforcement time, as defined by the New Jersey Police and Fire Pension Statute and case law, to receive a senior officer differential. The senior officer differential shall be a sum, as provided below, which is paid along with regular compensation and folded in for all computation purposes.

Upon completion of 15 years of law enforcement service the annual senior officer differential thereafter shall be \$2,365.00. Upon completion of 20 years of law enforcement service, as is defined above, each qualifying employee shall be entitled to the 20 year step of Senior Officer differential which for the year 2003 shall be \$2,865.00. Effective January 1, 2004 the 20 year step shall be increased to \$2,980. The 20 year step shall continue in the future to increase at the same rate as the top step (schedule A) general wage increase occurs.

Section 6.

The Prosecutor shall have the sole discretion to place individuals at any step on the salary guide upon hire with the Office. Notwithstanding the Prosecutor's discretion, under no circumstances shall a Detective, who has twenty (20) or more years of law enforcement experience, be placed at less than step 5 on the salary guide or the corresponding step which would allow that Detective to reach step 10 upon accruing twenty-five (25) years of law enforcement experience.

ARTICLE XXIII

ON THE JOB INJURY

If an Employee is injured or becomes ill arising out of and during the course of his employment, the following procedures shall be applicable:

- A. The Employee shall notify the Prosecutor and the Personnel Office of the work related injury or illness.
- B. If the County's Workers Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the Employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation, provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers Compensation Insurance carrier.
- C. After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinafter defined, the employee shall have the option to retain his temporary disability Workers Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workers Compensation

Insurance carrier.

- D. Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such action as it deems appropriate to recover said monies.
- E. If any Employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation.

ARTICLE XXIV

PBA MEETINGS

Section 1

It is agreed by and between the parties to this Agreement that the provisions of N.J.S.A. 40A:14-177, shall be deemed applicable to the PBA, the "Association" herein.

Section 2

It is agreed that the current practice between the parties regarding the attendance at PBA State and County meetings shall be continued. Two (2) members shall be allowed to attend Union Meetings and conventions without loss of regular compensation.

ARTICLE XXV

BULLETIN BOARD

The County will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Prosecutor. However, approval for posting shall not be unreasonably withheld.

The bulletin board shall be constructed in such a manner that it will be capable of securing the bulletins behind a glass enclosed frame. The bulletin board shall have the capability of being locked. The key shall be retained by a designated Association representative.

ARTICLE XXVI

MATERNITY LEAVE

Section 1

Any pregnant employee who requests a maternity leave of absence shall be required to apply to the County Manager, in writing, for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed ninety (90) days from the date of the delivery of the child, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well-being of the employee. In the event that a doctor, designated by the Employer, advises the employer that the employee is incapable of continuing her duties, the employer may then demand commencement of the leave at a time earlier than requested.

Section 2

The employer shall consider the employee's requested date of return, however, the employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than sixty (60) days from the date of delivery of the child nor may a maternity leave exceed ninety (90) days in duration, provided, however, the period shall be extended if medical proof is submitted to support the grant

of an extension beyond ninety (90) days. When the employer approves any maternity leave, it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

Section 3

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the employer for permission to return to her position prior to the termination of the period for which the leave is granted.

Section 4

If an employee fails to return to work on the termination of the leave, the employee will be considered as having resigned.

Section 5

There shall be no extension of any maternity leave beyond the ninety (90) days provided for herein, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days.

Section 6

While temporary employees may be granted a maternity leave as herein provided in accordance with Civil Service Rules and Regulations, the employer shall not be responsible to hold a job for the said employee.

ARTICLE XXVII

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Prosecutor's Office shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Prosecutor or designee. Usually it will be at the Prosecutor's office or the location where the incident allegedly occurred.
3. The member of the Prosecutor's Office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Prosecutor's Office is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the Prosecutor's Office shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the Prosecutor's Office, if he so requests, to consult with counsel

and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Prosecutor's Office, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Prosecutor's Office or its officers of the ability to conduct the routine and daily operations of the Prosecutor's Office.

9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless the employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested.

10. Under no circumstance shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

11. Under no circumstance shall an employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.

ARTICLE XXVIII

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 Prosecutor's Office may at any time review his personnel file. However, this appointment for review must be made through the Chief of Detectives 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 XXIX

PRINTING OF AGREEMENT

The County of Union will reproduce this agreement in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the agreement. The agreement cover will include the seal of the County of Union as well as the Association insignia.

ARTICLE XXX

AVAILABILITY OF DATA

The employer agrees to make available to the employee organization any and all public information which may be required to bargain collectively or to investigate and present grievances. All requests for information shall be in writing and shall be the subject of response within one week.

ARTICLE XXXI

DURATION

This Agreement shall have a term from January 1, 2001 through December 31, 2004. If the parties have not executed a successor agreement by December 31, 2004, 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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

Albert Cerasola

UNION COUNTY PROSECUTOR:

Anthony Romo

ATTEST:

DETECTIVES & INVESTIGATORS
ASSOCIATION OF UNION COUNTY
PBA LOCAL NO. 250

Glenn Susannah

Walter Allen Murray

SCHEDULE A

SALARY GUIDE

	EFF. <u>1/1/01</u>	EFF. <u>7/1/01</u>	EFF. <u>1/1/02</u>	EFF. <u>1/1/03</u>	EFF. <u>1/1/04</u>
MINIMUM	\$33,761	\$34,267	\$35,467	\$36,708	\$37,993
STEP 1	\$41,075	\$41,691	43,150	44,661	46,224
STEP 2	45,014	45,689	47,289	48,944	50,657
STEP 3	49,516	50,258	52,018	53,838	55,722
STEP 4	54,016	54,827	56,745	58,732	60,787
STEP 5	59,643	60,538	62,657	64,850	67,120
STEP 6	61,894	62,822	65,021	67,297	69,652
STEP 7	64,115	65,107	67,386	69,744	72,185
STEP 8	65,271	66,250	68,568	70,968	73,452
STEP 9	68,083	69,104	71,868	74,743	77,733
1ST CLASS	70,334	71,389	74,245	77,215	80,303
INVESTIGATOR ACCOUNTANT	82,363	83,599	86943	90,420	94,037

SCHEDULE B

1. EFFECT ON OTHER RETIREMENT BENEFITS:

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

2. LIMITATION:

- a) No employee who elects a deferred retirement benefits shall be eligible.
- b) An individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service. Service shall be defined pursuant to the New Jersey State Police and Fire Pension Laws. Said employee must have at least One Hundred (100) accumulated sick days to his/her credit upon effective date of retirement to be eligible for this benefit. Said lump sum benefit so calculated shall be paid to the retiring employee within the discretion of said employee in not more than 3 individual payments over a period of time not to exceed 18 calendar months from the date of separation from active service.

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently reenters County employment will be considered to have incurred a break in service.

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County except as outlined in Schedule B, paragraph #3 (Eligibility).

8. COMPUTATION:

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result

of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

b) The amount shall be computed at the rate of $\frac{1}{2}$ the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.

c) Payment for unused accumulated sick leave shall be according to the following schedule:

100-200 accumulated sick days - 50% of daily rate, maximum of \$10,000

201-300 accumulated sick days - 60% of daily rate, maximum of \$12,500

301-400 accumulated sick days - 70% of daily rate, maximum of \$15,000

Over 400 accumulated sick days - 80% of daily rate, maximum of \$18,000

d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.

e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.

f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

a) An employee who is about to retire should follow the regular procedures concerning

retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment (Consistent with paragraph 3 of Schedule B herein). The retiring employee will receive payment within 60 days after retirement if so elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

A) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:

- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The time keeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.

- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

SCHEDULE C

Effective January 1, 1986, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

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

<u>Category</u>	<u>County's Subsidy</u>
Single under 65	\$189.67
Single over 65	\$138.39
H/W under 65	\$540.58
PC Retiree Family, under 65	
H/W over 65	\$276.77
H/W Retiree over 65	\$276.77
H/W Spouse over 65	\$276.77
Family, over 65	\$442.88
Family Retiree over 65	\$477.85
Family Spouse over 65	\$477.85
PC Retiree over 65	\$338.69

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

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