

AGREEMENT

BETWEEN

UNION COUNTY PROSECUTOR'S OFFICE

and

UNION COUNTY ASSISTANT PROSECUTORS ASSOCIATION

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

Prepared by:

Labor Management Relations
Office of the County Manager
County of Union, New Jersey

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PREAMBLE

This Agreement is made this ____ day of December 2003, between THE UNION COUNTY PROSECUTOR'S OFFICE, hereinafter referred to as the "Prosecutor" or "Employer" and the UNION COUNTY ASSISTANT PROSECUTORS' ASSOCIATION, hereinafter referred to as the "Association."

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

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions herein contained, the parties hereto agree to and with each other as follows:

ARTICLE I

RECOGNITION

The Prosecutor hereby recognizes the Association as the exclusive representative for all assistant prosecutors employed by the Prosecutor, excluding the first assistant prosecutor, deputy first assistant prosecutor, executive assistant prosecutor, Investigations Supervisor, Trial Supervisor, Training Supervisor, non-professional employees, and all managerial and confidential employees within the meaning of the New Jersey Employer-Employee Relations Act, *N.J.S.A. 34:13A-1 et seq.*

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12/23/03

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ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Prosecutor. All of the rights, powers, prerogatives and authority possessed by the Prosecutor prior to the signing of this Agreement are retained exclusively by the Prosecutor subject only to such limitations as are specifically provided in this Agreement.

Section 2.

Whenever the term "Prosecutor", "Department Head" or "Supervisor" shall be used throughout this Agreement, it shall mean and include the Prosecutor and/or the Prosecutor's designees.

Section 3.

Except as modified, altered or amended by the within Agreement, the Prosecutor or other designees shall not be limited in the exercise of their statutory management functions. The Prosecutor or other designees hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America including but without limitation the following rights, privileges and functions:

- (a) The executive management and administrative control of the Union County Prosecutor's Office, a body politic, and its properties and facilities and the activities of its employees related to their employment.
- (b) The right to hire all employees, determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.
- (c) The right to make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine schedules of work, as well as duties, responsibilities and assignments of all employees, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
- (d) The Prosecutor retains the right to determine how and when automobiles will be distributed among Assistant Prosecutors.

Section 4.

Notwithstanding any provision in this agreement which may be interpreted to the contrary, the Prosecutor reserves the right to terminate any employee with or without cause and with or without notice. There is no right of appeal of this decision. This paragraph supersedes any County policy or regulation or other paragraph(s) in this agreement and shall not be modified or altered in substance, scope or application except in writing signed by the Prosecutor and adopted by resolution of the Union County Board of Freeholders.

Section 5.

Nothing contained herein shall be considered to deny or restrict the Prosecutor or other designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they pertain to the Prosecutor's Office.

ARTICLE 3

NO STRIKE OR LOCKOUTS

Section 1.

There shall be no lockouts, strikes, work stoppages, or slowdowns of any kind during the life of this Agreement. No officer or representative of the Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Prosecutor shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2.

The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. 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.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1.

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. Disciplinary actions are expressly excluded from the grievance procedure.

Section 2.

Any employee covered by the terms of this Agreement may file a grievance using the following procedure:

Step 1:

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

Step 2:

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five (5) working days after presentation of the grievance at Step One, the employee may file the grievance in writing with the First Assistant Prosecutor or in his absence, a representative designated by the Prosecutor. The First Assistant Prosecutor shall meet with the aggrieved party and the Association's representative within ten (10) working days after the presentation of the grievance at Step 2. The First Assistant Prosecutor shall render a decision in writing on the grievance within ten (10) working days of the meeting.

Step 3:

If the aggrieved party is not satisfied with the disposition of the grievance at Step 2 or if no decision has been rendered within twenty (20) days of the presentation of the grievance at Step 2, the aggrieved party or the Association may present the grievance to the Prosecutor of Union County or his designated representative. The grievance

must be presented to the Prosecutor within five (5) working days of the date of the Step 2 answer or within five (5) working days from when the Step 2 answer should have been received. The Prosecutor shall render a written decision on the grievance within ten (10) working days of being presented with the grievance. The Prosecutor shall have the discretion as to whether to hold a meeting with the aggrieved party and the Association representative. The Prosecutor shall render a decision in writing on the grievance within ten (10) working days of the meeting.

Step 4:

If a satisfactory settlement to the grievance is not reached at Step 3 or if no decision has been rendered within twenty (20) days of the presentation of the grievance at Step 3, the Association 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 New Jersey State Board of Mediation with a copy to be sent to the Prosecutor. The written notice to the State Board of Mediation should request that the State Board submit panels of Arbitrators to each of the respective parties to this Agreement so that the parties may exercise their right of selection of an Arbitrator pursuant to the rules of the State Board of Mediation.

Section 3.

The filing fees for the arbitration shall be borne by the party requesting arbitration.

Section 4.

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

Section 5.

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 6.

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

Section 7.

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

Section 8.

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 9.

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 shall be binding upon the parties. Only the Prosecutor and the Association shall be provided with copies of the Arbitrator's decision.

Section 10.

The time limits specified in the Grievance Procedure shall be construed as maximum. These time periods may be extended only by mutual written agreement.

Section 11.

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.

ARTICLE 5

VACATIONS

Section 1.

Vacation Eligibility:

- (a) During the first calendar year of employment, employees shall earn one and one-quarter (1¼) vacation days for each month of service during the calendar year following the date of employment.
- (b) During the second (2nd) through ninth (9th) calendar years of employment, employees shall be entitled to twenty (20) working days vacation per year.
- (c) During the tenth (10th) through twenty-fourth (24) calendar year of employment, employees shall be entitled to twenty-five (25) working days vacation per year.
- (d) During the twenty-fifth (25th) calendar year of employment, employees shall be entitled to twenty-seven (27) working days vacation per year.
- (e) During the twenty-sixth (26th) calendar year of employment, employees shall be entitled to twenty-eight (28) working days vacation per year.
- (f) During the twenty-seventh (27th) calendar year of employment, employees shall be entitled to twenty-nine (29) working days vacation per year.
- (g) During the twenty-eighth (28th) calendar year of employment, employees shall be entitled to thirty (30) working days vacation per year.
- (h) During the twenty-ninth (29th) calendar year of employment, employees shall be entitled to thirty-one (31) working days vacation per year.

- (i) During the thirtieth (30th) or successive calendar years of employment, employees shall be entitled to thirty-two (32) working days vacation per year.

Section 2.

The Prosecutor or his designee 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, unless an employee has received written approval of a vacation request.

Section 3.

An employee who has resigned or 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 or his designee.

Section 4.

An employee who is retiring on a 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 unused vacation leave, there shall be calculated and paid to the employee's 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, except as set forth in Section 4 of this Article, 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. This charge will be deducted from his final pay check.

Section 9.

Vacation time must be taken during the calendar year in which it was earned unless the Prosecutor or his designee approves the carry over in writing, in which case, unused vacation time may be carried forward into the next calendar year only.

ARTICLE 6

SICK LEAVE

Section 1.

Sick leave is the absence of any employee from work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of an ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relatives residing in the employee's household).

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

- (a) New employees shall receive only one (1) working day for the initial month of employment if they begin on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.
- (c) Paid sick days shall not accrue during a leave of absence without pay.
- (d) Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

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/her return to work, to be examined by a physician at the expense of the employer. In addition, the Prosecutor in its discretion may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5.

An 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, upon request of the Prosecutor, acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or 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 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.

Effective January 1, **2003**, the Prosecutor agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the requirements set forth on Schedule A annexed hereto.

Section 7.

Sick leave shall be cumulative and shall be carried from year to year.

ARTICLE 7

PERSONAL AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal 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 or religious leave as far in advance as possible. The request by the employee shall be directed to the Prosecutor or his designee. The leave may only be taken if the Prosecutor or his designee approves and grants said leave; however, the Prosecutor shall not deny requested leave for religious reasons. . 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) and twelfth (12th) month of employment.

Section 2.

Employees who are assigned on call responsibilities, including beeper duty, and are not assigned a county vehicle shall receive one extra personal day per year which shall be used in the year earned or forfeited.

Section 3.

Application for 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 4.

Personal leave days, as provided herein, must be used in the calendar year and shall not be accumulated from year to year.

ARTICLE 8

DEATH IN FAMILY

In the event of the death of an employee's spouse, child or parent, the employee shall be granted time off without loss of pay for a period not to exceed five (5) working days. In the event of the death of an employee's sibling, grandparent, grandchild, parent-in-law, sibling-in-law or other person residing in the employee's household, the employee shall be granted time off without loss of pay for a period not to exceed three (3) working days. Such absences shall not be charged against sick or vacation time.

ARTICLE 9

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Prosecutor for such period. Such employee shall return to work when discharged from jury duty.

Section 2.

Any payment received for jury duty must be returned to the Prosecutor through the employee's department head.

ARTICLE 10

HOLIDAYS

Section 1.

The following days are designated as holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
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, subject to prior approval by the Prosecutor or his designee. When an employee is on call on a holiday and is required to return to work, the employee will receive a substitute day off.

ARTICLE 11

SALARIES

Section 1.

There shall be a general wage increase applicable to all employees covered by this agreement as follows:

January 1, 2002:	3.75%
January 1, 2003:	1.5%
July 1, 2003:	1.5%
January 1, 2004:	3.75%
January 1, 2005:	3.75%

The foregoing wage increases are exclusive of any Bezich increases, but are inclusive of all step movement.

Salary ranges and steps are attached hereto as Exhibit C. Movement through the salary range shall be based upon performance evaluations as agreed to by the parties.

Notwithstanding the above, no employee will remain in any one step for more than two years or any one class for more than four years, calculated from the date an employee is placed on a new step or class.

ARTICLE 12

NON DISCRIMINATION AND EQUAL EMPLOYMENT

Section 1. There shall be no discrimination, interference, or coercion by the Prosecutor or any of its agents against the employees represented by the Association because of any membership or activity in the Association. Neither the Association nor any of its agents shall intimidate or coerce employees into membership.

Section 2.

The Prosecutor 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 13

LEAVE OF ABSENCE

Section 1.

Leave of absence without pay may be granted to employees for good and substantial reasons such as education or maternity in accordance with applicable personnel policies. Requests for leave without pay must be submitted in writing by the employee to his or her Department Head.

Section 2.

Employees on a leave of absence without pay under circumstances that qualify under The Family and Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave Act (NJFLA) will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA and the County of Union's Family Leave and Medical Leave Act Policy ("Policy"). A copy of the Policy may be obtained from the First Assistant Prosecutor.

Section 3.

While temporary employees may be granted a leave of absence without pay as herein provided in accordance with Department of Personnel Rules and Regulations, the Prosecutor shall not be responsible to hold a job for the said employee.

ARTICLE 14

WORK RELATED 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 be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the Prosecutor any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period hereinabove shall be extended up to one hundred eighty (180) calendar days.
- (c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined, the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the Prosecutor or the employee shall have the option to retain all such Workers' Compensation checks and not receive any additional monies from the Prosecutor. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.
- (d) If the Prosecutor's Workers' Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event,

in order for an employee to receive any pay from the Prosecutor he shall be obligated to charge his sick leave accumulation, subject to any workers' compensation award.

- (e) 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.
- (f) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to employment so that the employee is not entitled to receive temporary disability benefits, the employee shall not have any charge made against sick leave accumulation.
- (g) The Prosecutor shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee at work who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is available.

ARTICLE 15

INSURANCE

Section 1. Drug Prescription Plan

The Prosecutor will provide a Drug Prescription Plan as follows:

Effective May 1, 2003, a Drug Prescription Plan with co-payment provisions for that plan shall be:

\$10.00 co-pay per prescription for brand name (if required by physician or if no generic drug available)

\$15.00 co-pay per prescription for brand name (if generic drug is available)

\$5.00 co-pay per prescription for generic

\$3.00 co-pay for mail order prescriptions, minimum 1 month, maximum 3 months,

(based on Physician's order).

Section 2. Disability Plan

The voluntary Long-Term Disability Plan will continue to be made available to employees at a minimum benefit level of \$1,000.00 per month with 50% of the premium paid by the County and 50% paid by the employee. Employees may choose to increase the benefit level as prescribed by the plan, solely at their expense. Employees may not opt for coverage at a benefit level less than \$1000.00 per month. The County will contribute \$100.00 per employee per year towards the cost of a short-term disability plan. Employees will be responsible for the difference in cost for a given plan.

Section 3. Dental Plan

The Dental Plan in effect (the "base plan") shall be continued during the term of this Agreement at the expense of the County. The base plan provides for single coverage on a 50/50 percent basis up to \$1,000.00. Family coverage also is available on a 50/50 percent basis up to \$1,000.00.

Employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1,000.00. Employees shall also have an option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer's cost of the base plan.

Section 4.

The standard health insurance coverage is provided through the Horizon PPO Plan, otherwise known as the Blue Select Plan. The following provisions applicable to this Plan will be maintained during the term of this Agreement:

1. Deductible for the annual benefit period shall be Two Hundred (\$200.00) Dollars for each employee and a total amount of an additional Four Hundred (\$400.00) Dollars for all eligible dependents. Effective January 1, 2004 the deductible for the annual benefit period shall be reduced to \$100.00 for each employee and an additional total amount of \$200.00 for all eligible dependents.
2. Co-payment by Employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5000.00) Dollars of eligible expenses.
3. Pre-admission review (PAR) with fifty (50%) percent cutback and mandatory second surgical opinion (MSSOP) with fifty (50%) percent cutback.

Employees shall have the option of obtaining 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. Employees who retire after implementation of the "Blue Select" plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

Effective May 1, 2003 User Fees shall be:

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

May 1 2003	Jan 1 2004	Jan 1 2005
\$5 per visit	\$10 per visit	\$10 per visit

Out of Network Cost Share for Horizon PPO shall be 70/30, effective May 1, 2003. Deductible for the annual benefit period effective January 1, 2004 shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for all eligible dependants.

Effective January 1, 2002, incumbent employees shall contribute to the cost of health benefits, regardless of plan according to the following schedule:

Employees earning under \$55,000 per year:

Effective January 1, 2002: \$10 per month

Employees earning between \$55,000 and \$75,000 per year:

Effective January 1, 2002: \$25 per month

Employees earning over \$75,000 per year:

Effective January 1, 2002: \$30 per month

Effective January 1, 2003: \$35 per month

Effective January 1, 2004: \$40 per month

Effective January 1, 2005: \$40 per month

Employees hired after May 1, 2003 shall receive Health Net or Blue Choice coverage only. In addition, new employees shall contribute \$15 per month for single coverage and \$25 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 Health Net & 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.

Additionally, employees may select health insurance coverage through Horizon POS/Blue Choice, Horizon HMO/HMO Blue or Health Net. Employees will not have to pay any premium associated with these plans unless the premium exceeds the cost of the premium of the Horizon PPO/Blue Select Plan. In that event, employees shall be required to pay the difference-between the two plans.

Section 5.

The Prosecutor agrees to continue a program of subsidization of health insurance cost for retirees who were represented by the Association under the terms of the labor contract with the Prosecutor at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit B which is attached hereto and made part hereof.

Section 6.

The Prosecutor reserves the right to change or modify existing carrier or carriers that provide health benefits, disability benefits, dental benefits or drug prescription benefits at any time during the term of this Agreement, provided that the coverage is equal to or better than the coverage then in effect. The Prosecutor will give reasonable notice to the Association of its intention to change any such carrier before implementation and will meet with representatives of the Association before implementation.

ARTICLE 16

AGENCY SHOP AND DUES DEDUCTION

Section 1.

The Prosecutor agrees to deduct from the salaries of each employee who is a member of the Association, under the terms of this Agreement, dues for the Association, when same is authorized in writing by each Association member. Individual authorization forms shall be filed by the Association with the County's Department of Finance.

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 or her salary during such absence. Upon his or her return to employment at the termination of his or her leave, the employer shall continue to have deducted dues from his or her 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.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association at any time by filing a notice of withdrawal with the County's

Department of Finance with a copy to the Association. Such withdrawal shall be effective on January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

Section 4.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter or within thirty 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 reentry 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 percent (85%) 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 employee in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Prosecutor.

Section 5.

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

ARTICLE 17

LONGEVITY

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 18

PERSONNEL FILE

Any employee shall have the right to make a written request to the Prosecutor or his designee to review the entire contents of their personnel file. Upon receipt of such a written request, the Prosecutor or his designee shall have seventy-two (72) hours to provide the file directly to the employee for review.

ARTICLE 19

SAVINGS CLAUSE

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

ARTICLE 20

ATTORNEY EXPENSES

The Prosecutor agrees to pay the following expenses which are required in order for the employee to remain a member of the bar in good standing in the State of New Jersey:

- A. New Jersey Client Security Fund.
- B. Institute for Continuing Legal Education ("ICLE") mandatory courses.
- 3. Union County Bar Dues.
- 4. Any mandatory fees imposed to remain a member of the Bar in good standing.

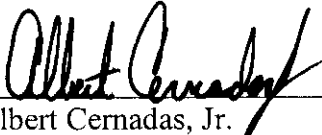
ARTICLE 21

DURATION

This Agreement shall have a term from January 1, 2002 through December 31, 2005. If the parties have not executed a successor agreement by December 31, 2005, 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.

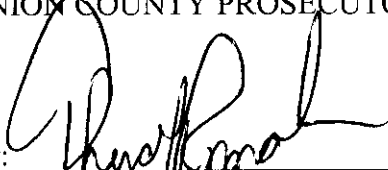
IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 23 day of December, 2003.

WITNESSETH:



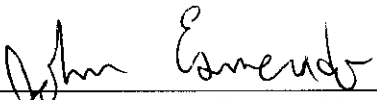
Albert Cernadas, Jr.
First Assistant PROsecutor

UNION COUNTY PROSECUTOR

By: 

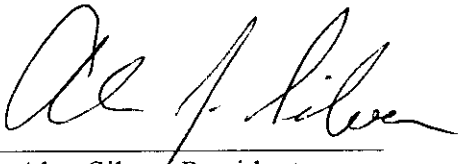
Theodore J. Romankow
Prosecutor

ATTEST:



John Esmerado, Vice President
Assistant Prosecutor's Association

UNION COUNTY ASSISTANT
PROSECUTORS' ASSOCIATION

By: 

Alan Silver, President
Assistant Prosecutor's Association

EXHIBIT C

2002

STEP 1

STEP 2

STEP 3

CLASS I	43,886	46,586	46,686	49,586	49,686	52,586
CLASS II	52,686	55,586	55,686	58,586	58,686	61,586
CLASS III	61,686	64,586	64,686	67,586	67,686	70,586
CLASS IV	70,686	73,586	73,686	76,586	76,686	79,586
CLASS V	79,686	82,586	82,686	85,586	85,686	88,586
CLASS VI	88,686	91,586	91,686	94,586	94,686	97,586
CLASS VII	97,686	100,586	100,686	103,586	103,686	106,586
CLASS VIII	106,686	109,586	109,686	112,586	112,686	115,586

2003

STEP 1

STEP 2

STEP 3

CLASS I	45,212	47,912	48,012	50,912	51,012	53,912
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CLASS III	63,012	65,912	66,012	68,912	69,012	71,912
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CLASS VI	90,012	92,912	93,012	95,912	96,012	98,912
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CLASS VIII	108,012	110,912	111,012	113,912	114,012	116,912

2004STEP 1STEP 2STEP 3

CLASS I	46,907	49,607	49,707	52,607	52,707	55,607
CLASS II	55,707	58,607	58,707	61,607	61,707	64,607
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CLASS V	82,707	85,607	85,707	88,607	88,707	91,607
CLASS VI	91,707	94,607	94,707	97,607	97,707	100,607
CLASS VII	100,707	103,607	103,707	106,607	106,707	109,607
CLASS VIII	109,707	112,607	112,707	115,607	115,707	118,607

2005STEP 1STEP 2STEP 3

CLASS I	48,666	51,366	51,466	54,366	54,466	57,366
CLASS II	57,466	60,366	60,466	63,366	63,466	66,366
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CLASS IV	75,466	78,366	78,466	81,366	81,466	84,366
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CLASS VI	93,466	96,366	96,466	99,366	99,466	102,366
CLASS VII	102,466	105,366	105,466	108,366	108,466	111,366
CLASS VIII	111,466	114,366	114,466	117,366	117,466	120,366

EXHIBIT A

**COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS**

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. LIMITATIONS:

- a) no employee who elects a deferred retirement benefit 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 solely with the County of Union, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

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:

Prosecutor 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 re-enter Prosecutor employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering Prosecutor 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 re-enters Prosecutor 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 of Union; prior service with other governmental entities shall also not be counted toward the requirement of 25 years of service with the County of Union.

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 the return to employment.

b) The amount shall be computed at the rate listed below 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) In no event shall payment for unused accumulated sick leave exceed the amount listed below.

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

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

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

Over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000

- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible. The employee may elect to have the lump sum payment paid over eighteen (18) months.

- f) A retiree must be officially off the Prosecutor'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 Prosecutor Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee. The employee may elect to have the lump sum payment paid over eighteen (18) months.

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, if requested, when sick leave usage exceeded 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.

EXHIBIT B

HEALTH INSURANCE BENEFITS FOR RETIREES

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

1. Eligibility: Employees must have been actively employed with Union County 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, or retire and reach the age of 62 years of age with less than 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 Prosecutor to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the health insurance plan which is provided to members of the bargaining unit. The Prosecutor reserves the right to change or modify the plans at any time so long as the modified plan provides coverage equal to or better than that in effect for members of the bargaining unit.

3. Subsidy: Upon implementation of this benefit, the Employer shall be obligated to subsidize the cost of the health insurance premiums for qualifying retirees of the health benefits set forth as follows:

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

The remaining costs of the said health insurance plan shall be borne by the retiree.

Health insurance benefit costs will be provided by the County for currently active employees who retire in accordance with the eligibility criteria set forth in paragraph one above. Said retiree health insurance benefits for eligible retirees and their eligible dependents shall be paid only for the Blue Select Program and shall be capped at the 1996/1997 rate. Any cost increases thereafter shall be paid by the retiree.

4. Modification: In the event that the amount of the Prosecutor'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~~ ^{health insurance plan} is changed or modified in any way, the new plan shall apply to the retirees. *AP*

EXHIBIT C

2002

STEP 1

STEP 2

STEP 3

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2004

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2005

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CLASS VIII	111,466	114,366	114,466	117,366	117,466	120,366

Side Letter Agreement

Voluntary Health Benefit Buyout Program

By and Between the Union County Prosecutor's Office (hereinafter the "County") and The Union County Assistant Prosecutor's Association dated this 10th day of December 2003.

Whereas, the County and The Union County Assistant Prosecutor's Association are parties to a duly executed collective negotiations agreement for the period of January 1, 2002 through December 31, 2005 (hereinafter the "Agreement"); and

Whereas, the parties mutually agreed to enter into negotiations regarding the County's provision of health benefit coverage for those employees whose spouse has family or husband/wife coverage with either the County or another employer; and

Whereas, the parties did, in fact, enter into such negotiations and in good faith have reached an agreement as described below; and

Whereas, both parties agree that this Sidebar Agreement will supplement the terms and conditions of employment set forth in the Agreement and that, where inconsistent with the Agreement, this Sidebar Agreement will be controlling; and

Whereas, the parties agree and acknowledge that this Sidebar Agreement is made without prejudice or precedent with respect to future collective negotiations between the parties;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Effective Date. This Sidebar Agreement shall be effective for the period July 1, 2003 through June 30, 2004; and may be extended upon the mutual agreement of the parties.
2. Policy. The County agrees to pay the rate of \$2,500.00 per annum through employees' bi-weekly payroll checks, to those employees with other health benefit insurance coverage as defined herein, who agree to terminate health benefit insurance coverage currently provided by the County. These bi-weekly payments in lieu of health benefits (1/26 of \$2,500.00) shall continue for the period of time during calendar years 2003 and 2004 that said insurance coverage is not provided by the County.
3. Other Health Benefit Insurance Coverage shall mean Family or Husband/Wife health benefit insurance coverage provided to an employee's spouse by the County or another employer, with proof of such coverage to be provided to the County by the employee in the form of a copy of the relevant insurance card indicating the insurance carrier, subscriber, group number, effective dates and type of coverage.
4. Eligibility. Only those employees who have Other Health Benefit Insurance Coverage as defined in Three (3) above, shall be eligible to participate in this program.

5. Re-Enrollment.

- A. An employee may re-enroll in the County's Health Benefit Insurance Program at any time if the employee's spouse loses his/her coverage for any reason, providing that the employee notify the County within 72 hours of such loss of coverage and provided to the County as soon as practicable a Certificate of Credible Coverage from the health benefit provider. Failure to immediately notify the County may result in loss of coverage until such time as re-enrollment can be effectuated, and will result in the bi-weekly recoupment of any over payments made in lieu of benefits.
- B. Re-enrollment to the County's Health Benefit Insurance Program without loss of spouse coverage, will be limited to the two annual open-enrollment periods conducted by the County. In either case, the payments to the employee made in lieu of health benefit coverage under this program will cease concurrent with the employees re-enrollment.
- C. Employees re-enrolling pursuant to either A. or B. above, shall be re-enrolled not with standing any pre-existing medical conditions.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 10th DAY
OF Dec, 2003.

THE COUNTY OF UNION:

By: 

Joseph L. Salemme
Director, Labor Management
Relations

By: 

Alan Silver, President
Assistant Prosecutors
Association

Attest: 

Attest: 