

# AGREEMENT

Between

THE PROSECUTOR OF MIDDLESEX COUNTY,  
STATE OF NEW JERSEY

-and-

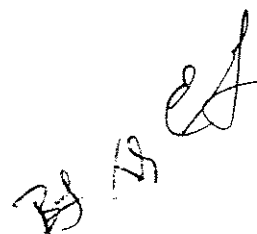
THE MIDDLESEX COUNTY PROSECUTOR'S  
DETECTIVES AND INVESTIGATORS  
P.B.A. LOCAL # 214

January 1, 2005– December 31, 2008

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THIS AGREEMENT made this 7<sup>th</sup> day of April 2005 between  
THE COUNTY PROSECUTOR OF MIDDLESEX COUNTY, (hereinafter referred to as  
the Employer) and THE MIDDLESEX COUNTY PROSECUTOR'S DETECTIVES AND  
INVESTIGATORS, P.B.A. #214 (hereinafter referred to as the Union);

WHEREAS, the Union has been selected as the exclusive bargaining agent by  
the employees hereinafter to be defined, and

WHEREAS, said Union has been in negotiations with the Employer, and  
WHEREAS, the Union and the Employer have agreed upon certain terms of employment  
as a result of the negotiations carried on pursuant to law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in  
consideration of the following mutual promises, covenants, and agreements contained  
herein do hereby establish the following terms and conditions which shall govern the  
activities of the parties and all affected employees:

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I. RECOGNITION

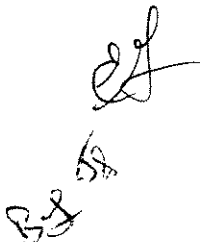
The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Middlesex County Prosecutor's Detectives and Investigators, excluding Chief of Detectives, Deputy Chief of Detectives, and Superior Rank Detectives and Investigators.

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## II. UNION REPRESENTATIVES

The Union shall have the right to designate such members of the Union as it deems necessary as Union Representatives and they shall not be discriminated against due to their legitimate Union activities.

Authorized representatives of the Union have the right to enter upon the premises of the Employer during working hours for the purposes of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.



### III. WAGES

A. The pay scale as negotiated is as set out in Appendix II.

1. Effective January 1, 2005 all eligible employees in steps shall receive a step increment plus the Negotiated wage adjustment increase of 3.0% retroactive to January 1, 2005 over their previous December 31, 2004 base salaries, except for hires as is set forth in Section E below.

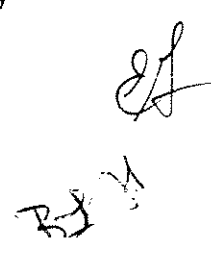
2. Effective January 1, 2006 all eligible employees in steps shall receive a step increment plus the Negotiated wage increase of 3.50% over their previous December 31, 2005 base salaries, except for hires as is set forth in Section E below.

3. Effective January 1, 2007 all eligible employees in steps shall receive a step increment plus the Negotiated wage increase of 4.00% over their previous December 31 2006 base salaries, except for hires as is set forth in Section E below..

4. Effective January 1, 2008 all eligible employees in steps shall receive a step increment plus the Negotiated wage increase of 4.00% over their previous December 31, 2007 base salaries, except for hires as is set forth in Section E below..

B. All investigators who, when hired, have not completed basic training at any recognized New Jersey Police Academy shall have a starting salary of \$12,000.00. Upon completion of basic training at a police academy, the Investigator will be paid the base salary for the position at Step A or Step B in accordance with Section E of this Article.

C. Employees entitled to step movement hired prior to the date this contract is approved by the County Board of Chosen Freeholders by formal resolution, and as set forth on page one of this Agreement ("commencement date") shall automatically move to the next step of the existing salary schedule, Appendix II attached hereto, on the first of the calendar year, except those hired after the commencement date will automatically

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move to the next step of the existing salary schedule, Appendix II attached hereto, on the anniversary of their date of hire, as set forth in Section E below.

D. Wage Increase Eligibility: It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increases provided in accordance with this article upon their return to work.

Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees. In the later case, payment will be made to the deceased employee's estate.

E. Hires after the commencement date of this Agreement.

(1) This Section (i.e.,E) is applicable to all detectives and investigators hired into this unit after the commencement date of this Agreement, which in successor contracts may be referred to as "the Agreement of 2005". Step movement for all such hires into this unit will be on the anniversary date of hire, and not on January 1 unless that is their date of hire.

(2) The salary guide for these hires is attached hereto as "Appendix II". "Step A" and "Step B" set forth in the salary guide, as well as Step 1 through Step 8, each will be one year in duration, and is computed from the employee's anniversary date of hire into this unit.

(3) The Prosecutor shall have complete and sole discretion to place these hires into this unit on either "Step A" or "Step B". A hire in this unit started in Step A at the one year anniversary of their date of hire will move to Step B, and will remain in Step B for one year. On the anniversary date of their hire in this unit after being in Step B for one year, the employee will move to Step 1 and will continue to proceed in salary step progression on the anniversary date of their hire.

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A hire in this unit started in Step B will move to Step 1 at the one year anniversary of their date of hire in this unit and will proceed in salary step progression on the anniversary of their date of hire.

(4) Nothing in Section E is intended to change the Prosecutor's discretion to hire Employees at on appropriate step of the salary guide in Appendix "II".

(5) The provisions in Section E supersede and extinguish anything not consistent with it either in this Agreement or prior precedent.

F. Commencing January 1, 2000, a new Senior Step was added to the wage schedule. The Senior Step is set each year as 4% above the last step , i.e. Step 8. The Senior Step shall be treated in all respects as base pay and the employees paid at such rate may be expected to provide additional services for such additional pay. To qualify for payment on the Senior Step, the employee must have not less than 20 years of sworn duty in the Middlesex Prosecutors Office, which will also included prior years of sworn sevice as Middlesex County Sheriff's Officers, Middlesex County Correction Officers, and Middlesex County Prosecutor's Agents, before becoming a Middlesex County Prosecutor's Office Detective or Investigator and member of PBA Local 214. As of October 10, 2001, all members in the bargaining unit as of that date shall be given credit for non-bargaining unit prior service (full-time only) plus sworn service within the bargaining unit provided such prior service has previously been recognized for determination of vacation eligibility, longevity, etc... by the Employer. All such "grandfathered" persons shall be listed in Appendix III attached hereto.

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#### IV. HOURS WORKED

A. Employees will normally work during the hours of 8:30 a.m. to 4:15 p.m., Monday through Friday, except when otherwise directed by the Prosecutor or his designee. Any change in the work schedule resulting in days off other than Saturday or Sunday shall provide for two consecutive days off.

B. There will be no split shifts. An employee reporting for work on a regular day shall work 7 hours consecutively to the end of his/her regular work day. Nothing contained herein shall preclude an employee from being required to work off-hours or to change working hours as otherwise directed by the Prosecutor or his designee.

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## V. OVERTIME

Overtime is constituted as time worked in excess of seven (7) consecutive hours per day or the normal thirty-five hour workweek. For each contract year provisions will be made to pay each Investigator and Detective overtime at the rate of time and one-half (1 ½) up to a maximum of \$2,700 for hours worked in excess of seven (7) hours per day or the normal thirty-five (35) hour work week. It is understood that the overtime set forth herein is not guaranteed overtime and shall be computed annually.

Overtime in excess of the amounts set forth above will be compensated for by compensatory time at the rate of time and one half (1 ½) until a maximum of 480 hours of compensatory time is reached. Further, such a compensatory time bank shall be inclusive of any existing compensatory time earned prior to the execution of this Agreement. Once the employee's compensatory time bank has reached the maximum 480 hours and thereafter, all overtime shall be paid in cash. Those employees who work less than the maximum allowed sum on an annual basis will be paid only for those hours worked. Overtime and the payment of it must have the approval of the Prosecutor or his designee, or the Chief of Detectives or his designee. Overtime shall be paid in the pay period immediately following the working of such overtime.

Compensatory time may be taken at a time chosen by the employee and approved by the Employer through mutual agreement.

When required to work by order of the Assignment Judge or the Attorney General on a legal holiday, that time will be compensated at the rate of one and one-half (1 ½) times the normal hourly rate in addition to the regular day's pay, as part of the maximum sum allowed per year as set forth in Paragraph 1.

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**Beeper Time:** Employees with Unit Duty who carry beepers shall receive Fifteen Dollars (\$15.00) a day for each day on call, whether or not the employee is in fact called out.

**Call Back Time:** If an employee is called back to work by the Prosecutor or his/her designee after working his or her regularly scheduled workday or a Saturday, Sunday, or holiday and reports to work, the employee shall receive a minimum of four (4) hours at the rate of time and one-half (1 ½) in pay, regardless of the actual time worked. It is further understood and agreed that the four (4) hour call-in pay will be payable only on a one-time basis in any one given twenty-four (24) hour period.

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## VI. LONGEVITY

All eligible employees shall be entitled to longevity payments which shall be based upon their salary as of December 31<sup>st</sup> of the prior calendar year with a maximum base of thirty thousand dollars (\$30,000) starting with the completion of the eight (8<sup>th</sup>) year of service as follows:

9 through 15 years	=	4%
16 through 20 years	=	6%
21 years and over	=	8%

The rate of longevity and schedules of payments shall otherwise continue as per past practice defined in a Freeholder Resolution of March 18, 1971, as amended.

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**VII. MEDICAL BENEFITS**

Appendix I treats certain medical benefits issues and is explicitly incorporated in this contract and made a part hereof. Concerning Medical Benefits for all new hires after September 4, 2001, such persons shall be subject to the County's Medical Benefits provisions which include the requirement of employee co-payment for medical premiums and the elimination of Traditional Indemnity Coverage, as more particularly set forth in the County Personnel Policy Guide, attached hereto and made a part hereof. The parties further stipulate that such policy shall remain as such during the collective bargaining agreement's duration even if changed for other County employees during such time period.

A. Vision Care

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once every two calendar years. This benefit shall not be cumulative.

Eye Examination	\$50.00
Lenses and Frames	<u>\$90.00</u>
Maximum	\$140.00

B. Dental Coverage

The County shall provide an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of September 4, 2001. In the event the County wishes to alter, amend or replace the current dental care plan, it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the

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adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits, and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on September 4, 2001. Any annual increase in said contributions shall not exceed 14.99% of the previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

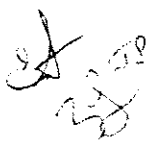
C. Health and Hospitalization Insurance

1. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on September 4, 2001 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of the date of October 10, 2001, (3) HMO options, as available on January 1, 2000 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are currently enrolled in the Traditional Indemnity Plan as of October 10, 2001 shall be



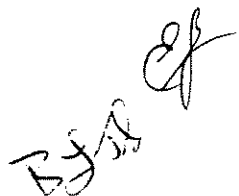
permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan he/she shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents enrolled in any other medical care plan as of October 10, 2001 may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of October 10, 2001 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed, subject to 3f below. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service, subject to 3f below.

b. Employees who enter County service or become eligible for medical insurance coverage after October 10, 2001 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C. 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

c. "New employees", as set forth in b above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

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d. "New employees", as set forth in b defined above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

- e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.
- f. Any employee transfer or promotion into this unit after the date this contract is executed, who was required to contribute to the premium payment by the labor contract of their prior union or the County Personnel Policy (if they were not in a union), whose annual salary in this union is over \$25,000, shall be required to continue contributing to the premium for their health insurance coverage.

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#### 4. Prescription Coverage

The County shall continue its 2000 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents that desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

#### 5. Retirement Benefits

a. Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. of Personnel for receipt of disability retirement benefits.

c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefit unless so offered by the County at some later date at the County's discretion and terms.

#### 6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation.

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When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

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## VIII SNOW DAYS/OFFICE CLOSING

Whenever an unscheduled day off is declared by the Middlesex County Board of Chosen Freeholders and employees are notified not to report to work for that day, the following rules shall apply:

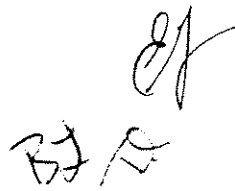
1. There shall be no loss of time or pay charged to the employee.
2. If the unscheduled day off falls on a day, which was previously scheduled off by the employee, the employee will not be charged for the day. The employee will be allowed to return the day to the appropriate time bank for future use.
3. If an employee is called to work on a declared day off, overtime rules, as applied to all other callbacks shall govern his/her compensation for the duration of the assignment.
4. In the event of a partial closing, compensation pursuant to this clause shall occur only if the office is closed for the greater part of the day.

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**IX POLICY CONCERNING REPRESENTATION OF COUNTY  
EMPLOYEES AND ATTORNEY FEE SCHEDULE**

The policy of the County is as follows:

1. All causes of actions or legal proceedings filed against a County employee arising out of or incidental to the performance of his duties shall be defended at the County's expense on the employee's behalf except for disciplinary actions or criminal proceedings instituted by the County against the employee.
2. All such causes of actions or legal proceedings filed shall be forwarded immediately upon receipt to the Office of County Counsel by the employee.
3. The Office of County Counsel shall provide a defense to any eligible aforementioned issues for the employee through one of the following:
  - (a) Assign a deputy or assistant county counsel to represent the employee; or
  - (b) Approve the retention of private counsel to represent the employee pursuant to # 4 and # 5 below.
  - (c) Assignment of counsel through the County's Self-Insurance Program.
4. The fee schedule for private counsel to represent a County employee at the County's expense is as follows:
  - (a) The current County rate for any and all aspects of cases in the Superior Court, Law or Chancery Division, Appellate Division, New Jersey Supreme Court, Federal District Court or the United States Court of Appeals.
  - (b) The current County rate for all Municipal Court work.
5. No private counsel will be paid unless County Counsel, with the concurrence of the Board, has authorized his services in writing prior to the performance of those services and private counsel has agreed in writing to perform said services in accordance with the fee schedule established in paragraph 4 above. Private counsel will in its submission for final payment advise as to the disposition of the case.

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6. County Counsel shall, upon approval of the Freeholder Director, and without further resolution of the Board of Chosen Freeholders be authorized to retain private legal counsel, at the current County rate, to represent County officers and employees as required for confidential matters.

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## X. HOLIDAYS

All employees shall receive the following holidays with pay:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day

When an employee is scheduled to work a holiday listed above he/she shall be paid two (2) times the employee's regular rate for all hours worked on the holidays. Said employees shall not be entitled to compensatory time for said holiday. If, however, an employee is over the maximum set forth in Paragraph 1, Article V, maximum sum to be paid for overtime, then that employee shall receive said compensatory time if it shall fall within the 480 hour limit as set forth in Article V, Paragraph 2; overtime accumulated beyond the 480 hour compensatory time bank shall again be paid in cash.

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## XI PERSONAL DAYS

All employees shall have four (4) personal days in addition to those previously mentioned for any personal purposes. Personal days may not be accumulated. Personal days may be taken on separate days or consecutively; however, the employee should, if possible, give the Employer three (3) days notice for one personal day, four (4) days notice for two (2) consecutive personal days to be taken by the employee. New employees shall accrue one (1) personal holiday at the end of the third month (total four per year) of employment and severance pay shall be calculated considering personal days on the basis of one accrued personal day per each three (3) month period of employment completed in the year said employment is terminated.

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## XII BEREAVEMENT

All full-time employees shall receive five (5) working days leave with pay in the event of the death of an employee's spouse or child.

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts, and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that requests for this bereavement leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) or five (5) days (as stated above) leave of absence consisting of three (3) or five (5) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or five (5) days.

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### XIII. VACATIONS

A new employee shall be granted vacation leave only at a rate of (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31<sup>st</sup>.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each years of service.

It is understood that when reference is made to six to nine years, six means the start of the sixth year, etc...

The Employer and his delegated representative shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the New Jersey State Department of Personnel concerning emergencies, etc., shall be observed by both parties. Vacation time may be used on a day-to-day basis where

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agreed to by the employee's supervisor. It shall be assumed that an employee with one or more years of service will remain in the service for the full calendar year, or portion thereof from date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the services of the County shall have unused vacation time paid him; this shall be on a pro-rated basis on one day for each month of service. In addition, excess vacation time will be deducted from the employee at termination.

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#### XIV. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter (1 ¼) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31<sup>st</sup>.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive year.

All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be re-credited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the injury leave and compensation benefits including the requirements for reimbursement and the basis for not granting an injury leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

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Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

**Accumulated Sick Time Payoff Upon Retirement** - Employees covered under the terms of this agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation, one-half payment for every full day of earned and unused accumulated sick leave which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement to a maximum of \$30,000. Due consideration shall be given to assure that payment shall be made within 1 pay period of the official retirement date. This policy shall be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing the same.

The employee shall be entitled, upon declaration of intent to retire to convert all earned unused sick leave to terminal leave. Terminal leave shall be used in computing the employee's retirement service time and shall be paid in accordance with the County's regular pay period schedule; and employee shall be entitled to all benefits except the employee who selects this option shall not be eligible to accrue vacation, sick, and personal days.

Employees hired prior to October 1, 1993, and who retire after October 1, 1993, and who have in excess of 140 days accumulated sick leave as of December 31, 1993 may bank that amount to be used as terminal leave upon retirement. Sick leave which was earned prior to December 31, 1993, may also be used to reach the \$30,000 buyout cap, at a rate of 1 day paid for 1 day earned, should subsequent earned sick leave be insufficient in reaching the capped level.

The remaining banked amount may be utilized as terminal leave. Sick leave which is earned by said employees after December 31, 1993, may be converted to a cash buyout, at the rate of 1 for 1, to a maximum value of \$30,000.

Employees who have less than 140 days of accumulated sick leave as of December 31, 1993, may continue to earn convertible sick days, for terminal

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leave/buyout purposes, to a maximum value of \$30,000 at the exchange rate of 1 for 1. The excess earned amount shall remain valid for authorized sick leave purposes.

Employees hired after October 1, 1993 shall be subject to the present County policy of \$15,000 maximum buyback based on a ratio of 1 day paid for every 2 sick days accrued.

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## **XV. GRIEVANCE PROCEDURE**

Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him that violates any right arising out of his employment.

Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the Agreement.

It is understood that N.J.S.A. 2A: 157-10 is incorporated into this contract by reference.

**Step 1** The Union shall present the employee's grievance or dispute to the Chief of County detectives within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Chief shall attempt to adjust the matter and shall respond to the employee within five (5) working days. Any settlement of a grievance will be limited to the date of written grievance.

**Step 2** If the grievance has not been settled, it shall be presented in writing by the Union representative to the Prosecutor or his designee in writing five (5) working days after the Chief's response is due. The Prosecutor or his designee shall respond to the Union representative in writing within five (5) working days.

**Step 3** If no settlement of the grievance has been reached between the parties, either one or both shall move the grievance to arbitration within thirty (30) days of receiving the answer from the Prosecutor.

Employee grievance shall be presented to the employer on forms prepared by the County. The grievance procedure as contained in this contract shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

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## XVI. ARBITRATION

Only the Prosecutor or Union may decide to go and take a matter to arbitration. Either of these parties wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that he/she is moving a grievance to arbitration, and request a list of arbitrators be furnished to the Employer and to the PBA. An employee may not take a case to arbitration. The Arbitrator shall hear the matter on the evidence, and within the meaning of this Agreement and upon such rules and regulations as may be in effect by the New Jersey State Department of Personnel which might be pertinent, and render his award in writing, which shall be advisory. The cost of the Arbitrator's fee shall be shared by the Employer and the Union. Requests for transcripts of proceedings shall be paid by the party making the request. Time extensions may be mutually agreed to by the Employer and the PBA.

Only economic grievances that would affect an employee's income, hours, or economic fringe benefits may be submitted to binding arbitration. If a dispute arises as to the determination of whether a grievance is economic or non-economic in nature, the parties will file the appropriate documents pursuant to N.J.A.C. 19:16-6.2 and the PERC shall render a decision on the matter. The parties agree to abide by the final decision in the issue determination.

BY:   
PBA

XVII. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL  
RULES

The employer and the Union understand and agree that all rules and procedures promulgated by the New Jersey State Department of Personnel concerning any matter whatever shall be binding upon both parties.

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## XVIII. PROMOTIONS

Promotional positions shall be filled in accordance with New Jersey State Department of Personnel Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled. It is understood and agreed that promotions in the classified services shall be viewed and understood as recognition of employee's efforts and as a career advancement for all employees.

An employee whose class of employment indicates a higher class is available according to New Jersey State Department of Personnel job titles shall be given an opportunity to advance to the higher class and higher range of pay, by mutual consent of both parties, provided the employee has served in a satisfactory manner in the lower class for a period of at least one year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

When an employee is promoted, he/she will move in salary to the next pay step of the rank promoted to which is greater than his/her present salary.

Since New Jersey State Department of Personnel is the final authority with regard to all procedures dealing with examinations, promotions, etc., nothing contained herein shall be construed to supersede such procedures.

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**XIX. RIGHTS AND PRIVILEGES OF THE UNION**

The Employer agrees to make available to the Union all public information concerning the financial resources of the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the Personnel Director.

Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

The Union shall have the reasonable use of bulletin boards and mailboxes.

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XX. PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel files upon request to the Chief of Detectives. The employer recognizes and agrees to permit the review and examination at any reasonable time. The employee shall have the right to define, explain or object, in writing, anything found in his personnel file. This writing shall become a part of the employee's personnel file.

Whenever a writing reflecting any disciplinary action is placed in the employee's personnel file, the employee shall be notified of the fact.

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**XXI. CLOTHING MAINTENANCE**

The benefits received under this paragraph are now received as part of the employee's salary as determined by this agreement. The clothing allowance has been abolished.

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**XXII. SAVINGS CLAUSE**

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement, including any and all verbal or written agreements pertaining to working conditions made with the Middlesex County Prosecutor.

It is agreed that all general fringe benefits given to all other County employees by General County Policy will also be granted to the employees covered by this Agreement.

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**XXIII. MANAGEMENT RIGHTS**

All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

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**XXIV. NO STRIKE OR LOCK OUT**

Neither the Union nor the Employer or any employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out, or any other intentional interruption of work. In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19.

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**XXV. DUES – CHECK OFF**

Upon presentation to the Employer of a check-off card signed by individual employees, the County will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the County will, not later than the fifteenth (15<sup>th</sup>) day of the succeeding month, forward a check in the amount of all dues withheld during the proceeding month for this purpose to the PBA Representative entitled to receive same. The said PBA Representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

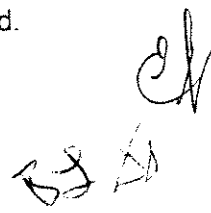
**Representation Fee in Lieu of Dues**

If an employee covered by this Agreement does not become a member of the union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) of that amount.

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed.





The deductions will begin with the first paycheck paid ten (10) days after receipt of the aforesaid list by the County, or twenty (20) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the Union.

The Union will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the county received said notice.

The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union.

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XXVI.

OUT OF STATE ASSIGNMENTS

Any member of this bargaining unit who is assigned to out-of-state extradition duty shall receive forty dollars (\$40.00) per diem for reimbursement of food and shall additionally be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

B. It is further understood that a pro-rata diem payment will be made as follows:

- |    |                                     |         |
|----|-------------------------------------|---------|
| 1. | Four hours or less – or one meal    | \$25.00 |
| 2. | Four to six hours – or two meals    | \$30.00 |
| 3. | Six to eight hours – or three meals | \$40.00 |

C. Travel shall be arranged and paid for by the Office of the Prosecutor.

D. Members on out-of-state extradition may request separate rooms, which may be approved at the discretion of the Chief of Detectives.

E. A member may direct a request for a layover to the Chief of Detectives.

F. The number of members sent on an out-of-state extradition shall be in the sole discretion of the Employer.

G. The practice of overtime compensation after seven hours work calculated from the time the member leaves home shall be continued.

H. Employees will be compensated two (2) additional hours for overnight out of State assignments.

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XXVII. TELEPHONE ALLOWANCE

The Employer does not pay the base telephone service charge for any employees covered by this Agreement. It is further understood that in a previous collective bargaining agreements the employees received a one hundred and twenty dollar (\$120.00) annual increase in base salary specifically in consideration for the elimination of the payment of the base cost of the telephone. Should the parties at any time in the future negotiate and agree to pay for the base telephone service directly, then in that event all salaries of all employees covered by this Agreement shall be reduced by \$120.00 plus any compounding resulting from percentage increase granted in the future. Vouchers for telephone toll charges relative to County business and payment therefore shall be on a quarterly basis.

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**XXVIII. MILEAGE ALLOWANCE**

Whenever an employee shall be required to use his/her personal vehicle in any job connected capacity, he/she shall be entitled to an allowance of the prevailing county rate per mile. Additional expenses such as parking, tolls, etc... shall be paid upon submission of a receipt and voucher.

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**XXIX. CREDIT FOR PRIOR GOVERNMENT SERVICE**

Employees shall continue to receive credit for prior government service as per the arbitration award of Arbitrator Jeffrey Tener (Docket No. AR-88-73), and as per the arbitration award of Robert Weaver (Docket No. IA-90-102, September 6, 1990).

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**XXX. TUITION AID**

The County agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County Tuition Aid Program, subject to the availability of existing funds.

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**XXXI. DURATION OF CONTRACT**

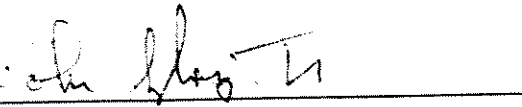
It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2005 until December 31, 2008. All provisions therein negotiated for the contractual year 2005, unless otherwise provided, shall be retroactive as of January 1, 2005.

All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

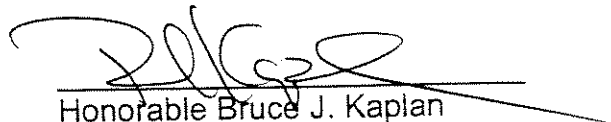
This Agreement may be reopened by either party for the 2009 negotiations, upon notice in writing, at least sixty (60) days and no more than ninety (90) days prior to December 31, 2008.

UNION:


  
Engel Galarza, President  
PBA local #214


  
John Szilagy, Jr.  
Delegate, PBA Local #214

COUNTY:

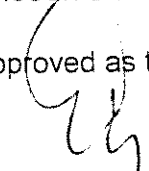
  
Honorable Bruce J. Kaplan  
Prosecutor

ACKNOWLEDGED BY:

  
Margaret E. Pemberton  
Clerk to the Board of Chosen Freeholders

  
David B. Crabel, Director  
Chosen Board of Freeholders

Approved as to Form and Legality:

  
\_\_\_\_\_  
COUNTY COUNSEL

## APPENDIX I

### MEDICAL BENEFITS

- A. All full-time and eligible part-time employees and employees' eligible family, as defined by the applicable provisions of the Plan Document of the Middlesex County Joint Insurance Fund (attached hereto) shall be covered by the Middlesex County Joint Insurance Fund (MCJIF) at the Employer's expense, subject to Article VII Section C3 ("Employee Contribution to Premium Costs") of the Labor Agreement to which this is attached.
- B. The County and the Union hereby agree that the County may withdraw from the MCJIF and provide health benefits through a health insurance carrier as long as benefit levels for participants and their dependents are equal to or greater than those currently enjoyed in the MCJIF and will include: (1) the indemnity (traditional) plan; (2) a PPO that is equal to or better than the PPO in the State Health Benefit Program that was utilized by Middlesex County employees; and (3) the various HMO options currently available, all of which HMOs shall continue to be available to current employees to the extent that they are presently available.
- a. No reduction of benefits or increase in premiums shall result solely from this switch into another carrier for the employees, retirees, or eligible dependents for the duration of this agreement.
  - b. The Database and Percentile Cut-Off point used to establish Usual and Customary Fee Rates shall be equal to or greater than those used by the MCJIF.
  - c. Employees and their eligible dependents who are enrolled in the health plan will continue to be covered, and their premiums will be paid by the County through December 31, 2008; except for employees hired after October 4, 2001 as set forth in Article VII, Section C3.
  - d. The medical benefits to be provided under any new health insurance carrier will be equal to or better than the benefits currently received under the MCJIF. In the event of a lapse in coverage, the County's reimbursement to any retiree will be for coverage equal to that and at the same terms and conditions which said retirees are receiving under the MCJIF.

JB  
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- e. The County further agrees that the alternate for its member on the Fund Commissioners Board shall be a Union Representative selected by CUREM will all rights and privileges as are afforded all such alternates. Additionally, there shall be a non-voting ex-officio member selected by the council of Middlesex County Law Enforcement Officers.

In the event the County's ability and right to provide health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan is legally challenged in P.E.R.C. or a Court of competent jurisdiction, then the County will litigate at its own expense its right and ability to continue providing health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan.

In the event, it is subsequently determined by a Court of competent jurisdiction that the County of Middlesex is prohibited from providing the aforesaid benefits, then the parties shall immediately enter into negotiations on the medical benefits provision only of the collective bargaining agreement. If the parties are unable to amicably agree upon an alternate medical benefits provision to the collective bargaining agreement, the County of Middlesex will agree to reapply for membership in the SHBP and will agree to enter the SHBP upon obtaining the necessary approvals.

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- (a) Two (2) full months as an Active Employee. Coverage commences the first day following the completion of this Waiting Period.

A "Waiting Period" is the time between the first day of employment and the first day of coverage under this Plan. The Waiting Period is counted in the Pre-Existing Conditions exclusion time, if any.

#### Eligible Classes of Dependents.

A Dependent is eligible for coverage under this Plan as follows:

- (1) A covered Employee's Spouse.

**Medical Coverage:** The term "Spouse" shall mean the legally recognized marital partner of a covered Employee. The Plan Administrator may require documentation proving a legal marital relationship.

- (2) A covered Employee's Child(ren).

**Medical Coverage:** Such children must be unmarried and be primarily dependent upon the covered Employee for support and maintenance. Coverage begins at birth and extends until the Dependent child marries or reaches the limiting age of twenty-three (23) years.

- (a) **Reaching the Limiting Age.** Upon reaching the limiting age, coverage for:

- (i) Medical benefits will terminate the last day of the Calendar Year.

- (b) **Marriage.** Upon marriage, coverage for:

- (i) Medical benefits will terminate on the last day of the Calendar Month in which the Dependent child marries.

The term "children" or "child" shall include natural children, step children, adopted children, foster children or children placed with a covered Employee in anticipation of adoption.

The phrase "child placed with a covered Employee in anticipation of adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of eighteen (18) as of the date of such placement for adoption.

*[Handwritten initials]*

The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. Coverage of these pre-adoptive children is required by the federal Omnibus Budget Reconciliation Act of 1993 and no Pre-Existing Conditions provisions, if any, are applied to this coverage. The child must be available for adoption and the legal process must have been commenced.

The phrase "*primarily dependent upon*" shall mean dependent upon the covered Employee for support and maintenance as defined by the Internal Revenue Code. The Plan Administrator may require documentation proving dependency, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

If a covered Employee is the Legal Guardian of an unmarried child or children, these children may be enrolled in this Plan as covered Dependents.

Any child of a Plan Participant who is an alternate recipient under a qualified medical child support order shall be considered as having a right to Dependent coverage under this Plan. Coverage of these children is in accordance with the requirements of the federal Omnibus Budget Reconciliation Act of 1993, and no Pre-Existing Conditions provisions, if any, are applied to this coverage. This Plan's qualified medical child support order procedures are available upon request.

- (3) **A covered Dependent child who is Totally Disabled.** A covered Dependent child who is incapable of self-sustaining employment by reason of mental illness, mental retardation or physical handicap, primarily dependent upon the covered Employee for support and maintenance, unmarried and covered under this Plan when reaching the limiting age may be covered under this Plan beyond the limiting age. The Plan Administrator may require, at reasonable intervals during the two (2) years following the Dependent's reaching the limiting age, subsequent proof of the child's disability and dependency.

After such two (2) year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at this Plan's expense, to determine the existence of such incapacity.

**The following persons are excluded as Dependents:**

- (1) Other individuals living in the covered Employee's home, but who are not eligible as defined.

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- (2) The legally separated or divorced former Spouse of the Employee.
- (3) Any person who is on active duty in any military service of any country.

#### **Eligibility Status Change.**

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during, and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

#### **Additional Eligibility Requirements for Dependent Coverage.**

A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, this Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

If both husband and wife are Employees, and eligible for coverage under this Plan, both may enroll under this Plan and their children may be covered as Dependents of the husband and wife. Benefits will never exceed 100% of eligible covered charges.

#### **Eligibility Requirements for Retired Employees and Other Medicare Eligible Persons.**

This Plan requires that Covered Persons who are eligible for Medicare (Retirees, disabled persons) must be enrolled under the full Medicare program (Part A/Medicare Hospital Insurance and Part B/Medicare Medical Insurance) in order to be a participant under this Plan. This Plan cannot pay for benefits which should be paid by Medicare.

Participants are required to enroll in Medicare Part A & Part B by the first of the month following thirty (30) days of the qualifying event if eligible for enrollment during Medicare Special Enrollment period, or during the next available Medicare Open Enrollment period (January 1<sup>st</sup> through March 31<sup>st</sup> of each year to be effective by the following July 1<sup>st</sup>) following the qualifying event.

A Retired Employee may remove otherwise eligible family members from this Plan at any time but may only add members within sixty (60) days of the change in family status (marriage, birth of a child, etc.). It is the Retired Employee's responsibility to notify the Employer of needed changes. If family members cease to be eligible, claims will not be paid. The actual change in coverage (and the corresponding change in premium) will not take place until the Retired Employee has formally requested that change. A Retired Employee may change plans no more than once in a twelve (12) month period or during a rate change period.

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APPENDIX II  
SALARY SCHEDULE

INVESTIGATOR STEPS  
2005 - 2008

	1/1/2004	3.00% 1/1/2005	3.50% 1/1/2006	4.00% 1/1/2007	4.00% 1/1/2008
Step A	36,780 20,2088	37,883 20,8151	39,209 21,5436	40,778 22,4053	42,409 23,3015
Step B	44,826 24,6297	46,171 25,3686	47,787 26,2565	49,698 27,3067	51,686 28,3990
Step 1	58,336 32,0527	60,086 33,0143	62,189 34,1698	64,677 35,5366	67,264 36,9581
Step 2	62,214 34,1835	64,080 35,2090	66,323 36,4413	68,976 37,8990	71,735 39,4150
Step 3	66,085 36,3104	68,068 37,3998	70,450 38,7087	73,268 40,2571	76,199 41,8674
Step 4	69,961 38,4401	72,060 39,5933	74,582 40,9791	77,565 42,6182	80,668 44,3230
Step 5	73,838 40,5703	76,053 41,7874	78,715 43,2500	81,864 44,9800	85,138 46,7792
Step 6	77,711 42,6984	80,042 43,9793	82,844 45,5186	86,158 47,3393	89,604 49,2329
Step 7	81,585 44,8269	84,033 46,1717	86,974 47,7877	90,453 49,6993	94,071 51,6872
Step 8	85,721 47,0995	88,293 48,5124	91,383 50,2104	95,038 52,2188	98,840 54,3075
Senior Pay	89,150 48,9835	91,825 50,4530	95,038 52,2189	98,840 54,3076	102,793 56,4799

*BJ DB EV*

APPENDIX III

SENIOR STEP PERSONNEL

Members of the Bargaining Unit Eligible for Senior Step Prior Service Credit are:

Angelini, Virgil M  
Bertelson, Mark E  
Callahan, Laura A  
Canestri, Luke A  
Charydczak, Gary M  
Clements, Mark J  
Craparotta, Andrea B  
Delbago, Daniel M  
Deliman, David J  
Durski, Raymond D  
Galarza, Engel  
Gerndt, Charles E  
Horvath, Stephen J  
Jacko, John J  
Korey, David H  
Marcinczyk, Barry J  
Maslak, John A  
Morton, Kevin E  
Raji, Richard B  
Ricardo, Eleazar R  
Ritz, Robert L  
Rodriguez, John I  
Ruschak, Daniel  
Taussi, Joseph P  
Taylor, Michael E  
Terpanick, Melissa L

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