

AGREEMENT

BETWEEN

THE PROSECUTOR OF UNION COUNTY

AND

DETECTIVES AND INVESTIGATORS ASSOCIATION

OF UNION COUNTY

PBA LOCAL NO. 250

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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PREAMBLE

This Agreement made this 31st day of March, 2016, by and between **THE PROSECUTOR OF UNION COUNTY**, hereinafter referred to as the “Employer” and the **DETECTIVES AND INVESTIGATORS ASSOCIATION OF UNION COUNTY, PBA LOCAL NO. 250**, hereinafter referred to as the “Association”.

WITNESSETH:

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

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

Section 2.

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

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

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

Section 3.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by this Agreement but only to the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1.

The employer agrees to have deducted from the salaries of each employee who is a member of the Association under this Agreement, dues for the Detectives and Investigators Association of Union

County, when authorized in writing to do so by each Association member. Individual authorization forms shall be filed by the Association with the appropriate business office of the employer.

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

Section 2.

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

Section 3.

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

Section 4.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent

employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent or the maximum allowed by law 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 entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

Section 5.

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

ARTICLE IV

NO STRIKES OR LOCKOUTS

Section 1.

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

Section 2.

No lockout of employees shall be instituted by the employer during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it, nor any of its members, will

engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any such similar actions which would involve suspension of, or interference with, the normal work or activities carried on by the Prosecutor. In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined or discharged by the Prosecutor.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1.

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

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

Section 2.

Any employee covered by the terms of this Agreement may direct complaint to his immediate supervisor involving a policy or administrative decision which does not relate to wages, hours of work or other conditions of employment provided for in the Collective Negotiations Agreement. The complaint shall be in writing and shall be directed to the employee's immediate supervising superior officer within five (5) working days after the policy or administrative decision is put into effect. If the

immediate supervising superior officer cannot resolve the complaint to the employee satisfaction it shall be referred to whomever the Prosecutor designates as the proper authority to review such a complaint who shall render a decision thereon within fifteen (15) working days after receipt of the same by the Superior Officer designated to hear the complaint. The decision of the Prosecutor designee concerning such complaints shall be final and binding upon the complainant.

Section 3.

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

STEP ONE

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

STEP TWO

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

STEP THREE

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

STEP FOUR

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

Section 4.

The fees and expenses of the Arbitrator shall be borne equally by the PBA 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 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 decision shall be in writing and will set forth its findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

Section 10.

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

ARTICLE VI

LONGEVITY

Section 1.

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

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

ARTICLE VII

LEGAL AID

Section 1.

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

Section 2.

Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the employer shall provide said employee with necessary means for the defense of such action or proceeding, other than for

his/her defense in a disciplinary proceeding instituted against him/her by the employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the employer, if any such disciplinary or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the reasonable expense of his/her defense.

ARTICLE VIII

INSURANCE DEFENSE

Section 1.

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

Section 2.

Effective January 1, 2007, an Insurance Development Fund (hereinafter the "Fund") of \$150.00 per year, per bargaining unit member shall be implemented. The purpose of the Fund shall be to reimburse (as hereinafter set forth) bargaining unit employee(s) represented by the PBA (hereinafter "employee(s)") and employed by the Employer as Detectives and Investigators for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:

- A. Legal Defense Insurance for the defense of any civil, criminal or administrative action or proceeding involving or arising out of the employee's employment or arising out of their activities as a Law Enforcement Officer on or off duty. Any disbursements made by the Fund for such insurance shall be consistent with the provisions of N.J.S.A. 40A:14-117 and Article VIII of this Agreement.
- B. Disability Insurance.
- C. Health Insurance.
- D. Other types of employment related insurance.

Such payment shall be in a lump sum and shall be made on or before January 10th of each year. The lump sum payment shall be transmitted to a designated official of the PBA by check which shall be issued separate and apart from all checks currently transmitted to the PBA for Union Dues Deductions, as provided in Article 3 of this Agreement. The Employer's lump sum payment shall be deposited by the PBA in a separate insured bank checking account maintained in the name of the Fund. The PBA shall submit to the Union County Finance Department the name and address of the banking institution where the account is established and maintained, the account number and shall further provide the Finance Department with a monthly copy of the statement of account transactions received from said banking institution.

The PBA agrees to indemnify and to hold the Employer and its officials, agents, servants and employees harmless against any and all claims, demands, suits in law or equity, administrative proceedings and/or other forms of liability arising out of the transmission and/or receipt of the aforesaid payments from the Employer to the PBA and/or for the PBA's operation, administration or payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The PBA shall assume full responsibility for the Fund's operation, administration and disbursement of Fund monies.

The Insurance Development Fund can only be utilized for the insurance purposes stated above. It is understood and agreed that no Fund monies may be used directly or indirectly to institute and/or maintain any action or law suit against the Employer in any state or federal forum.

An employee is entitled to reimbursement from the Fund for the purchase of the above stated insurance coverage up to a maximum of \$150.00 per annum, provided that the employee first submits to the PBA for verification a true copy of the insurance policy or policies purchased together with a paid invoice therefore. The Recording Secretary of the PBA will be authorized to certify the above

documentation for all members in accordance with the PBA by-laws and transmit same to the Employer.

The PBA further agrees that it will provide the Employer with the following documentation no less than on a quarterly basis:

- A. A copy of all insurance policies and corresponding paid invoices for which reimbursement was made out of Fund proceeds;
- B. A statement of all disbursements made from the Fund and the reasons therefore;
- C. A statement of all disbursements made by the Fund and the reasons therefore; and,
- D. A statement of the reconciled account of the Fund.

The PBA agrees that the Employer shall have the right to audit the books, records and accounts of the Fund at any time upon written, certified request. The parties shall agree on an acceptable date to commence the requested audit, but in any case, the audit shall take place no later than thirty calendar days from the date of receipt of the audit request by the PBA. The failure of the PBA to comply with a written audit request shall be deemed to be a material breach of Section 2 of this Article.

The PBA's failure to comply with the forgoing terms shall result in an immediate breach of Section 2 of this Article, and the Employer's obligation to transmit any payment pursuant to Section 2 of this Article shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the Employer.

ARTICLE IX
HEALTH INSURANCE

Section 1 – Drug Prescription Benefits

A. Effective July 1, 2013, all health plans shall be subject to the following:

	<u>Co-Pay</u>
Retail Generic (30 day supply)	\$5.00
Retail Preferred Brand (30 day supply)	\$25.00
Retail Non-Preferred (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Preferred Brand (90 day supply)	\$30.00
Mail Order Non-Preferred (90 day supply)	\$60.00

B. Drug Plan Utilization Modification

- Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling).
- Preferred Drug Step Therapy (Generic or Preferred Name Brand first) limited to PPI, SSRI and Intranasal steroid drugs.
- Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.
- The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail.

Section 2 -- Medical Benefits

- A. Effective July 1, 2006, the Horizon PPO will be maintained for Employees choosing said plan with their cost being the difference between the PPO premium and the Direct Access premium in any given year.
- B. Effective July 1, 2013 or as soon thereafter as the County can implement the changes, Out of Network benefit shall be \$500.00 Single/\$1,000.00 all others. The Out of Network Reimbursement Benefit shall be 150% of CMS (Medicare).
- C. Effective June 28, 2011, P.L. 2011, Chapter 78, governs the amount of Employee contributions.
- D. The emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).
- E. The Third Party Administrator (TPA) is eliminated and the County will no longer reimburse employees for any out-of-network charges.
- F. On July 1, 2015, the County implemented two (2) additional plans - a high deductible plan with a Health Savings Account (HSA) and an Exclusive Provider Organization (EPO) plan. All Employees hired on or after March 1, 2016 will be required to choose one of these two (2) plans during the first two (2) years of employment. Following the completion of two (2) years of employment, the Employee will have the option to buy-up to the County's other plans. All current Employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1,000.00 towards the deductible for single coverage and \$2,000.00 towards the deductible for family coverage for both current and new Employees.
- G. Health Benefit Buy Out Option
Any employee with either family or Husband/wife coverage in any of the available Health Benefits Plans may voluntarily opt out of that plan providing their spouse has either Family or

Husband/Wife Coverage either through the County or through another employer. To be eligible for the health benefits opt-out payment, an employee must opt out of both health and prescription coverage. In return for opting out, the County shall pay to the employee the sum of \$5000 annually to be paid in 26 installments over the next year.

In order to be eligible for the Health Benefit Buyout option the employee must opt out of both the health and prescription coverages.

Employees opting out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

In accordance with Resolution No: 2016-930 the Voluntary Health Benefit Buyout Option has been eliminated effective January 1, 2017.

Section 3 – Dental Benefits

The County will provide employees with a basic employee only dental insurance program with 50% coverage up to a maximum benefit coverage of \$2,000.00 per annum. All available Dental Programs are attached hereto as Schedule F.

Section 4 – Retirement Benefits

1. Effective April 1, 2006, the Employer agrees to implement a program of retirement benefits as set forth in Schedules C and D attached hereto. The conditions and requirements for receiving these benefits are set forth in Schedules C and D. The benefits in Schedule C also shall be applied to all officers who meet the requirements and who retired on or after January 1, 2005 through July 1, 2006.

2. Vesting of Rights: All employees hired on or prior to December 31, 2009, are vested as to all eligibility criteria and benefits set forth in Schedule C attached to this Agreement. Any

material changes to Schedule C made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the Employer and the PBA shall not be effective to change those employees' rights and benefits under Schedule C, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.¹ If not generally available at commercially reasonable rates, then the Employer is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Schedule C. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Schedule C.

3. In addition to the foregoing, the PBA consents to each current bargaining unit member, and all bargaining unit members hired from the date of this agreement through December 31, 2009, signing the individual contract, attached hereto as Schedule E, between each unit member and the Employer that obligates the Employer to provide the benefits described in Schedule C to the unit member and eligible dependents, regardless of any changes in the collective bargaining agreement.

4. Dependents of employees eligible for retiree health benefits under Schedule C shall also be provided with coverage pursuant to the health insurance plan's rules.

Section 5 – Vision Plan

Effective July 1, 2006, the VSP Plan shall be implemented for employees only, and 100% of the premium for the Plan will be paid by the Employer.

¹ The terms "generally available in the insurance market" and "commercially reasonable rates" will be construed to mean insurance products that are generally available for purchase by employers with a numerical employee complement similar to the County from regular commercial insurance companies licensed to sell such insurance in the State of New Jersey at rates that are not grossly disproportionate from those rates offered to such similar employees.

ARTICLE X

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

The following schedule shall only apply to employees with less than one (1) year of employment:

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

Section 2.

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

Section 3.

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

Section 4. Military Leave Benefits

The County recognizes that a strong, ready Reserve and National Guard are essential to the defense of this nation in the time of national emergency, disaster, domestic violence, or foreign aggression. The County also encourages its employees to serve in the Reserve or National Guard and recognizes the great personal and economic sacrifices of the patriotic men and women who may be called to duty in time of crisis.

Military leave with pay will be granted to an employee in accordance with N.J.A.C. 4A:6-1.11, N.J.S.A. 38:23-2, and N.J.S.A. 38A:4-4. An employee must provide a copy of any military orders to his or her Department Head. After the military leave with pay expires (either 30 or 90 work days depending on the branch of service), the employee will be placed on military leave with differential pay for the duration of their mandatory military activation. Health benefits for the employee and family, if applicable, continue as if the employee were actively on the job.

Section 4. Military Leave Benefits

Detectives shall also be granted leaves pursuant to N.J.S.A. 38:23-2 which states:

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

Navy Legion of Valor, the Twenty-ninth Division Association, Council of State Employees, War Veteran Public Employees Association, New Jersey Civil Service Association, Blind Veterans Association of New Jersey, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary, Navy League, Veterans of World War I of the United States of America, Polish Legion of American Veterans, Polish Legion of American Veterans, Ladies Auxiliary, the Italian American War Veterans of the United States, Incorporated, the Ladies Auxiliary, Italian American War Veterans of the United States, Incorporated, the New Jersey Firemen's Association, the New Jersey State Exempt Firemen's Association and the Tuskegee Airmen, Incorporated, to attend any State or national convention of such organization.

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

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

ARTICLE XI

HOLIDAYS

Section 1.

The following days are designated as the annual holiday benefit.

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

Day After Thanksgiving
Christmas Day

Section 2.

Employees who are required to work on a regularly scheduled holiday shall receive compensatory time or overtime at the rate of 1.5 hours for each hour worked on a holiday.

ARTICLE XII

VACATIONS

Section 1.

Vacation Eligibility

A. Effective January 1, 2005, placement on the vacation schedule set forth in paragraph B, below, shall be based on an employee's years of PFRS credit. If a new employee does not have any or at least one (1) year of PFRS service, he shall earn one (1) vacation day for each month of service during the calendar year following the date of employment. If an employee receives an increase in vacation retroactive to 2005, he shall be allowed to carry over that additional time in addition to the one (1) week carryover that is the current practice.

B. Employees with one (1) to eight (8) years of service shall be entitled to thirteen (13) working days of vacation each year.

C. Employees with eight (8) completed years to ten (10) years of service will be entitled to fourteen (14) working days vacation each year.

D. Employees with ten (10) completed years to fifteen (15) years of service will be entitled to seventeen (17) working days vacation each year.

E. Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to nineteen (19) working days vacation each year.

F. Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to twenty-two (22) working days vacation each year.

G. Employees with twenty-five (25) to thirty (30) or more completed years of service will be entitled to the following number of working days each year:

Twenty-five years	twenty seven (27) days
Twenty-six years	twenty eight (28) days
Twenty-seven years	twenty nine (29) days
Twenty-eight years	thirty (30) days
Twenty-nine years	thirty-one (31) days
Thirty or more years	thirty-two (32) days

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

Vacation entitlement is based on years of service credit with PFRS and not general law enforcement service unless negotiated otherwise between the Prosecutor and an incoming officer.

ARTICLE XIII

SICK LEAVE

Section 1.

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

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

- A. One (1) day for each full month of service with the employer during the first year of employment.
- B. One and one (1 ¼) days for each full month of service with the employer beginning with the second year of employment.
- C. Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4.

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

Section 5.

Any employee who has been absent on sick leave for a period totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence

for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee periodic or repeated absence from duty for one (1) day or less in which event, only one (1) medical certificate shall be required for every six (6) month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

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

ARTICLE XIV

DEATH IN FAMILY

Wages up to ten (10) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of the employee's spouse, or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of the employee's mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, or other relative residing in the employee household.

ARTICLE XV

LEAVE TIME INCREMENTS

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

ARTICLE XVI

EQUAL EMPLOYMENT

The employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age,

sex, ancestry, religion, marital status or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

ARTICLE XVII

COERCION

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

ARTICLE XVIII

WORK SCHEDULES

Section 1.

The standard weekly work schedule for all employees covered by this Agreement shall consist of thirty-seven and one-half (37 1/2) hours per week from Monday through Friday, exclusive of a one-half (1/2) hour lunch period. Effective January 1, 1996 the standard work week shall be forty (40) hours inclusive of meal periods.

Section 2.

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

Section 3.

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

ARTICLE XIX

OVERTIME

Section 1.

The employer shall compensate overtime at the rate of time and one-half (1 ½) of straight time pay to all employees covered by this Agreement for time worked in excess of thirty-seven and one-half (37 1/2) hours per week. Effective January 1, 1996 overtime shall be paid for work in excess of forty (40) hours per week.

Section 2.

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

Section 3.

A. Effective January 1, 2013, employees will be permitted to accumulate 100 hours of recurring compensatory time on an annual basis. Employees will be permitted to carry over from year to year up to 100 hours of compensatory time. Thus, the maximum amount of compensatory time that an employee may have in his bank in any given year is 100 hours. Once an employee's bank is at 100 hours, cash overtime will be paid at 1.5 times the hourly rate.

B. Effective February 11, 2016, employees will be permitted to accumulate 125 hours of recurring compensatory time on an annual basis. Employees will be permitted to carry over from year to year up to 125 hours of compensatory time. Thus, the maximum amount of compensatory time that an employee may have in his bank in any given year is 125 hours. Once an employee's bank is at 125 hours, cash overtime will be paid at 1.5 times the hourly rate.

ARTICLE XX

STAND-BY COMPENSATION

Section 1.

Employees who are designated in a stand-by or on-call status shall be allowed to use their County vehicle twenty-four hours per day, seven days per week, during the time on stand-by or on-call.

Section 2.

If an employee is called on duty while on-call or on stand-by, he shall receive overtime or compensatory time (both at 1 ½ times the regular rate or hours), the method of payment to be at the employee's option.

ARTICLE XXI

RETENTION OF EXISTING BENEFITS

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

ARTICLE XXII

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decisions cause invalidation of any not so invalidated shall remain in full force and effect.

ARTICLE XXIII

SALARIES

Section 1.

Effective and retroactive to January 1, 2015	1.5% to top and SOP
Effective January 1, 2016	2.0% across the board
Effective January 1, 2017	2.0% across the board

In addition, all employees shall receive their step increment, if applicable.

All salaries are set forth in Addendum A. All step movement shall be in accordance with the applicable dates set forth in the Agreement.

Section 2.

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

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

Section 3.

Effective January 1, 2014, all paychecks will be done by direct deposit. When the pay day occurs on a holiday, direct deposit will be issued on the day prior to the holiday.

Effective January 1, 2017, the pay schedule shall be on a bi-monthly basis on the 15th or 30th of each month.

Section 4.

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

Section 5.

Effective January 1, 2012, and upon completion of 15 years of law enforcement service the annual senior officer differential thereafter shall be \$2,575.00. Upon completion of 20 years of law enforcement service, as is defined above, each qualifying employee shall be entitled to the 20 year step of Senior Officer differential which shall be \$3,075.00. The 20 year step of Senior Officer differential shall continue in the future to increase at the same rate as the top step (schedule A) general wage increase occurs.

Section 6.

The Prosecutor has the sole discretion to place new hires anywhere on the salary guide.

ARTICLE XXIV

ON THE JOB INJURY

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

A. The Employee shall notify the Prosecutor and the Personnel Office of the work related injury or illness.

B. If the County's Workers Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the Employee shall receive his full pay for the first calendar year if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation, provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers Compensation Insurance carrier.

C. After the first calendar year or ninety (90) calendar days from the date of the injury, or illness, as hereinafter defined, the employee shall have the option to retain his temporary disability Workers Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workers Compensation Insurance carrier.

D. Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such action as it deems appropriate to recover said monies.

E. If any Employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation.

ARTICLE XXV

PBA MEETINGS

Section 1.

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

Section 2.

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

Section 3. Union Leave Time for Negotiations

Members of the PBA collective bargaining committee shall receive four hours of compensatory time at straight time for each collective bargaining session attended when off-duty. This compensatory time shall be separate from an officer's regular comp time bank.

ARTICLE XXVI

BULLETIN BOARD

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

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

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

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

ARTICLE XXVII

MATERNITY LEAVE

Section 1.

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

Section 2.

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

leave, it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XXVIII

DEPARTMENTAL INVESTIGATIONS

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

1. The interrogation of a member of the Prosecutor's Office shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Prosecutor or designee. Usually it will be at the Prosecutor's office or the location where the incident allegedly occurred.
3. The member of the Prosecutor's Office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Prosecutor's Office is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the Prosecutor's Office shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the Prosecutor's Office, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Prosecutor's Office, which shall not delay the interrogation beyond two (2) hours for consultation with his Association representative and/or attorney.
7. In cases other than departmental investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Prosecutor's Office or its officers of the ability to conduct the routine and daily operations of the Prosecutor's Office.
9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless the employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested.
10. Under no circumstance shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.
11. Under no circumstance shall an employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.

ARTICLE XXIX

PERSONNEL FILES

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

Upon advance notice and at reasonable times, any member of the Prosecutor's Office may at anytime review his personnel file. However, this appointment for review must be made through the Chief of Detectives or his designated representative.

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

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

ARTICLE XXX

PRINTING OF AGREEMENT

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

ARTICLE XXXI

AVAILABILITY OF DATA

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

ARTICLE XXXII

DURATION

This Agreement shall have a term from January 1, 2015 through December 31, 2017. If the parties have not executed a successor agreement by December 31, 2017, 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.

ARTICLE XXXIII

PROBATIONARY PERIOD

All full time employees shall serve a probationary period of one calendar year. During this probationary period the Employer reserves its absolute right to terminate a probationary employee subject to applicable provisions of law. Such termination shall not have recourse through any other provisions of this Agreement. Upon successful completion of the probationary period the employee shall be credited with seniority as of the original date of hire.

ARTICLE XXXIV

LAYOFF AND RECALL

Section 1

The Prosecutor may lay off an employee for purposes of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given job classification. No permanent employee may be laid off until all temporary and probationary employees have been let go. Where there are two or more non-probationary employees in the same classification from which a layoff is to be made, layoffs shall be conducted in reverse seniority order, provided however, that the Prosecutor has the authority, as a matter of his or her sole discretion, to determine exceptions to the use of seniority based on personnel needs relating to specific skill sets; experience and/or specialized training; or an employee's receipt of an unsatisfactory evaluation or significant discipline within the last 36 months. Such discretion shall not be unreasonably exercised. For purposes of this article "significant discipline" shall mean an unpaid suspension of three or more days.

Section 2

Laid off employees shall be placed on a special re-employment list and recalled in classification seniority order, provided that the Prosecutor may determine exceptions to seniority on the grounds enumerated in paragraph 1. Recall rights shall last for five years from the date of layoff.

ARTICLE XXXV

DISCIPLINE AND DISCHARGE

Except as otherwise provided by law, no employee covered by this Agreement shall be removed from his office, employment or position for political reasons or for any cause other than incapacity, or disobedience of rules and regulations established, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein, except for just

cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such employee. Said complaint shall be served upon the employee so charged, with notice of a designated hearing thereon by the proper authorities, which shall be not less than fifteen (15) nor more than thirty (30) days from date of service of the complaint. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this

18th day of SEPTEMBER, 2017.

WITNESSETH:



WITNESSETH:



Michael Yuska
Director, Administrative Services

APPROVED AS TO FORM:



Kathryn V. Hatfield, Esq
County Attorney

UNION COUNTY PROSECUTOR:



GRACE PARK, PROSECUTOR

UNION COUNTY:

COUNTY OF UNION

By: 

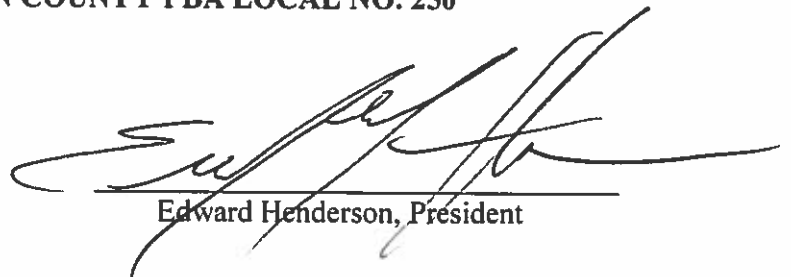
Alfred Faella
County Manager

By: 

James Pelletiere
Clerk of the Board

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

ATTEST:



Edward Henderson, President

SCHEDULE A
SALARY GUIDE

		1.5% to max	2%	2%
	2014	2015	2016	2017
Minimum	\$46,840	\$46,840	\$47,777	\$48,732
Step 1	\$56,731	\$56,731	\$57,865	\$59,023
Step 2	\$62,058	\$62,058	\$63,299	\$64,565
Step 3	\$68,145	\$68,145	\$69,508	\$70,898
Step 4	\$74,232	\$74,232	\$75,716	\$77,230
Step 5	\$81,842	\$81,842	\$83,479	\$85,149
Step 6	\$84,884	\$84,884	\$86,582	\$88,314
Step 7	\$87,929	\$87,929	\$89,687	\$91,481
Step 8	\$89,451	\$89,451	\$91,240	\$93,065
Step 9	\$94,595	\$94,595	\$96,487	\$98,417
Step 10	\$100,206	\$101,709	\$103,743	\$105,818
Yrs Completed				
15Y	\$2,575	\$2,575	\$2,575	\$2,575
20Y*	\$3,075	\$3,075	\$3,075	\$3,075
*compounds by percentage increase				

SCHEDULE B

UNUSED SICK LEAVE

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATION:

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

3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

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

5. DISABILITY RETIREMENT:

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

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

8. COMPUTATION:

a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

- b) The amount shall be computed at the rate of the employee daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employees active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
- c) Payment for unused accumulated sick leave shall be according to the following schedule:
 - 100-200 accumulated sick days - 50% of daily rate, maximum of \$10,000
 - 201-300 accumulated sick days - 60% of daily rate, maximum of \$12,500
 - 301-400 accumulated sick days - 70% of daily rate, maximum of \$15,000
 - Over 400 accumulated sick days - 80% of daily rate, maximum of \$18,000
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum

payment (Consistent with paragraph 3 of Schedule B herein). The retiring employee will receive payment within 60 days after retirement if so elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

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

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

SCHEDULE C

RETIREE HEALTH BENEFITS

(Employees hired on or prior to December 31, 2009)

Effective April 1, 2006, there shall be a health insurance plan for employees covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. **Eligibility.** Employees must have been actively employed with the County of Union (the "County") on or before December 31, 2009; and must retire on either a disability pension or retire having 25 years or more of service credit in the Police and Firemens Retirement System ("PFRS") and at least 10 years of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided to those retirees and their dependents meeting the eligibility requirements who do not have health insurance coverage from another source that is substantially equivalent or better than the coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

2. **Description.** This benefit shall consist of coverage under the Horizon PPO Health Insurance Plan. Prescription co-payments can be submitted to major medical for reimbursement subject to the limitations in the major medical plan. Subject to the vested material rights of employees under this Schedule C, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates.

3. Cessation of Subsidy. Upon implementation of the foregoing benefit, the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Members receiving benefits under this Schedule C shall not be eligible for or receive the subsidy provided in Schedule D attached hereto.

SCHEDULE D

RETIREE HEALTH BENEFITS

(Employees hired on or after to January 1, 2010)

Effective January 1, 2007, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. **Eligibility.** Employees must have been actively employed for the County of Union on or after January 1, 2010; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of health 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 County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

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

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month
H/W Under 65	\$540.58 per month
P/C Retiree	
Family Under 65	
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 County's Health Insurance Plan shall be borne by the retiree.

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

SCHEDULE E

INDIVIDUAL CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2006, by and between the **County of Union** and the **Union County Prosecutor** (herein referred to as the “**County**”) and _____ (herein the “**Employee**”), with the agreement and approval and consent of Insert Name of Individual Employee **PBA Local No. 250** (hereinafter “**PBA**”);

WHEREAS, the County and PBA are parties to a collective bargaining agreement (“**CBA**”) covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the Employee is a member of the PBA bargaining unit covered by the CBA and

WHEREAS, in order to obtain the agreement to enter into the CBA, the PBA agreed to a zero percent increase to base pay for calendar years 2006 and 2007 and other agreements as more particularly set forth in the Memorandum of Agreement dated May ___, 2006, attached hereto as Appendix A (herein the “**Memorandum**”); and

WHEREAS, the PBA and Employee only agreed to said zero percent increases based upon the assurances from the County and the PBA that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said Memorandum; and

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

WHEREAS, the County and PBA agree that the development of the guarantees set forth in this Agreement were bargained for in good faith within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (herein the "Act");

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

WITNESSETH:

1. The County and the PBA agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.

2. The County and PBA agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.

3. The County and PBA agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and Schedule C of the Memorandum and that any provision of such future agreement which purports to change any terms or conditions of this Agreement and Schedule C of the Memorandum shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent of all such parties that this Agreement be fully enforceable according to its plain language which all parties agree is to be construed in favor of the Employee and against the County and the PBA.

5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of law rules.

6. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of his/her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

7. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by written instrument executed by all the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS ____ DAY OF _____, 2006.

COUNTY OF UNION

By: _____
George W. Devanney
County Manager

ATTEST

PBA LOCAL 250

By: _____
Glenn Grosinski,
Vice President

ATTEST

_____, Employee
Print Name

ATTEST

SCHEDULE F

AVAILABLE DENTAL PLANS

Traditional-Type Programs Offering the Greatest Flexibility and Largest Selection of Network

Dentists:

Delta Premier: Group #3238-0005

- 50/50% Co-insurance; \$2,000 calendar year maximum; no deductible
- Preventive and diagnostic, basic services and crowns are eligible for benefit reimbursement
- Prosthodontics and orthodontics are not covered
- Plan is offered to employee only
- Choose any dentist, in or out-of-network (in-network dentist are recommended since they have agreed to Delta's usual and customary fee schedule and will only bill you the required co-insurance)
- This is considered the core plan – no employee contribution required
- To verify network dentists, call 1-800-DELTAOK, provide the group number listed above and the name of the dentist

Delta Premier: Group #3238-0006

- 80/20% Co-insurance; \$2,000 calendar year maximum; no deductible
- Preventive, diagnostic and basic services are eligible for benefit reimbursement at the 80/20% level; crowns are eligible at the 50/50% level
- Prosthodontics and orthodontics are not covered
- Plan is offered the to the employee and/or full family, i.e. spouse and dependent children
- Choose any dentist, in or out-of-network (in-network dentists are recommended since they have agreed to Delta's usual and customary fee schedule and will only bill you the required co-insurance)
- This plan requires an employee contribution via payroll deduction
- To verify network dentists, call 1-800-DELTAOK, provide the group number listed above and the name of the dentist

The Preferred Program Provides the Same Benefit Structure as the Premier Plan, but Has Fewer Participating Dentists (PPO):

Delta Preferred: Group #3238-6003

- 80/20% Co-insurance; \$2,000 calendar year maximum; no deductible
- Preventive, diagnostic and basic services are eligible for benefit reimbursement at the 80/20% level; crowns are eligible at the 50/50% level
- Prosthodontics and orthodontics are not covered
- Plan is offered to the employee and/or full family (i.e. spouse and dependent children)
- Choose any dentist in or out-of-network (in-network dentists are recommended since they have agreed to accept Delta's discounted fee schedule and will only bill the required co-insurance; out-of-network dentist can bill the co-insurance and the difference between charges and the discounted fee)
- This plan requires an employee contribution via payroll deduction
- To verify network dentists, call 1-800-DELTAOK, provide the group number listed above and the name of the dentist

Delta Care (Flagship): Group #3238-9001

- Co-payments on certain services; no calendar year maximum
- Preventive and basic services are generally eligible at a \$0 co-payment; more extensive work requires a co-payment
- Orthodontics are eligible for children only with co-payment
- Plan is offered to the employee and/or fully family, i.e. spouse or dependent children
- Dentist selection must be made at the time of application; in order for services to be eligible for benefits, they must be performed by the selected network dentist; highly specialized services must be coordinated through the selected dentist; benefits are not provided for services rendered by out-of-network dentists
- This plan requires an employee contribution via payroll deduction
- To verify network dentists, refer to the attached sheet of DeltaCare participating dentists

+Extensive Services Offered by Participating Dental Centers: Rte. 22, Union and Avenel/Woodbridge

Eastern Dental (Healthplex): Group # GJ2102-50

- No co-payments on most basic services; no calendar year maximum
- Oral surgery and orthodontia require co-payments
- Orthodontics are eligible for children and adults subject to a specified co-payment
- Plan is offered to the employee only, the employee plus 1 dependent or the employee plus 2 or more
- Services are only eligible when performed at a participating Eastern Dental center; dental center selection must be made at the time of application; services performed outside of the selected center will not be eligible for reimbursement
- This plan requires an employee contribution via payroll deduction.