

AGREEMENT

BETWEEN

UNION COUNTY PROSECUTOR'S OFFICE

and

UNION COUNTY ASSISTANT PROSECUTORS ASSOCIATION

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JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

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INDEX

PAGE NO.

|               |   |    |
|---------------|---|----|
| ARTICLE I     | RECOGNITION .....                             | 1  |
| ARTICLE II    | MANAGEMENT RIGHTS .....                       | 1  |
| ARTICLE III   | NO STRIKE OR LOCKOUTS .....                   | 3  |
| ARTICLE IV    | GRIEVANCE PROCEDURE.....                      | 4  |
| ARTICLE V     | VACATIONS .....                               | 7  |
| ARTICLE VI    | SICK LEAVE .....                              | 9  |
| ARTICLE VII   | PERSONAL AND RELIGIOUS LEAVE .....            | 11 |
| ARTICLE VIII  | DEATH IN FAMILY.....                          | 12 |
| ARTICLE IX    | JURY DUTY .....                               | 13 |
| ARTICLE X     | HOLIDAYS .....                                | 13 |
| ARTICLE XI    | SALARIES .....                                | 14 |
| ARTICLE XII   | NON DISCRIMINATION AND EQUAL EMPLOYMENT ..... | 16 |
| ARTICLE XIII  | LEAVE OF ABSENCE .....                        | 17 |
| ARTICLE XIV   | WORK RELATED INJURY.....                      | 18 |
| ARTICLE XV    | HEALTH INSURANCE.....                         | 20 |
| ARTICLE XVI   | AGENCY SHOP AND DUES DEDUCTION .....          | 26 |
| ARTICLE XVII  | LONGEVITY .....                               | 28 |
| ARTICLE XVIII | PERSONNEL FILE .....                          | 29 |
| ARTICLE XIX   | SAVINGS CLAUSE.....                           | 29 |
| ARTICLE XX    | ATTORNEY EXPENSES .....                       | 29 |
| ARTICLE XXI   | MISCELLANEOUS .....                           | 30 |
| ARTICLE XXII  | DURATION.....                                 | 30 |

EXHIBIT A. COUNTY OF UNION UNUSED SICK LEAVE PAYMENT .....32

EXHIBIT B. RETIREE HEALTH BENEFITS  
(Employees hired prior to December 31, 2010).....37

EXHIBIT C. RETIREE HEALTH BENEFITS  
(Employees hired on or after January 1, 2011).....39

EXHIBIT D. CANCER SCREENING RESOLUTION.....41

EXHIBIT E. DOMESTIC PARTNERING.....42

EXHIBIT F. AGREEMENT.....44

**PREAMBLE**

This Agreement is made this 5th day of February, 2015, between THE UNION COUNTY PROSECUTOR’S OFFICE, hereinafter referred to as the “Prosecutor” or “Employer” and the UNION COUNTY ASSISTANT PROSECUTORS’ ASSOCIATION, hereinafter referred to as the “Association.”

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

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

**ARTICLE I**

**RECOGNITION**

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

**ARTICLE II**

**MANAGEMENT RIGHTS**

**Section 1.**

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

## Section 2.

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

## Section 3.

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

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

- (d) The Prosecutor retains the right to determine how and when automobiles will be distributed among Assistant Prosecutors.

Section 4.

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

Section 5.

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

**ARTICLE III**

**NO STRIKE OR LOCKOUTS**

Section 1.

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

Section 2.

The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment. Disciplinary actions are expressly excluded from the grievance procedure.

Section 2.

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

Step 1:

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

Step 2:

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

aggrieved party and the Association's representative within ten (10) working days after the presentation of the grievance at Step 2. The First Assistant Prosecutor shall render a decision in writing on the grievance within ten (10) working days of the meeting.

Step 3:

If the aggrieved party is not satisfied with the disposition of the grievance at Step 2 or if no decision has been rendered within twenty (20) days of the presentation of the grievance at Step 2, the aggrieved party or the Association may present the grievance to the Prosecutor of Union County or his designated representative. The grievance must be presented to the Prosecutor within five (5) working days of the date of the Step 2 answer or within five (5) working days from when the Step 2 answer should have been received. The Prosecutor shall render a written decision on the grievance within ten (10) working days of being presented with the grievance. The Prosecutor shall have the discretion as to whether to hold a meeting with the aggrieved party and the Association representative. The Prosecutor shall render a decision in writing on the grievance within ten (10) working days of the meeting.

Step 4:

If a satisfactory settlement to the grievance is not reached at Step 3 or if no decision has been rendered within twenty (20) days of the presentation of the grievance at Step 3, the Association may request arbitration in writing within ten (10) working days after the answer is given by the Prosecutor or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the New Jersey State Board of Mediation with a copy to be sent to the Prosecutor. The written notice to the State Board of Mediation should request that the State Board submit panels of Arbitrators to each of the respective parties to this Agreement so that the parties may exercise their right of selection of an Arbitrator pursuant to the rules of the State Board of Mediation.

Section 3.

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

Section 4.

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



Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

The Arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and shall be binding upon the parties. Only the Prosecutor and the Association shall be provided with copies of the Arbitrator's decision.

Section 10.

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

Section 11.

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

## ARTICLE V

### VACATIONS

#### Section 1.

Placement on the vacation schedule shall be calculated based on years of PERS service.

#### Vacation Eligibility:

- (a) During the first calendar year of employment, employees shall earn one and one-quarter (1¼) vacation days for each month of service during the calendar year following the date of employment.
- (b) During the second (2nd) through ninth (9th) calendar years of employment, employees shall be entitled to twenty (20) working days vacation per year.
- (c) During the tenth (10th) through twenty-fourth (24) calendar year of employment, employees shall be entitled to twenty-five (25) working days vacation per year.
- (d) During the twenty-fifth (25<sup>th</sup>) calendar year of employment, employees shall be entitled to twenty-seven (27) working days vacation per year.
- (e) During the twenty-sixth (26<sup>th</sup>) calendar year of employment, employees shall be entitled to twenty-eight (28) working days vacation per year.
- (f) During the twenty-seventh (27<sup>th</sup>) calendar year of employment, employees shall be entitled to twenty-nine (29) working days vacation per year.
- (g) During the twenty-eighth (28<sup>th</sup>) calendar year of employment, employees shall be entitled to thirty (30) working days vacation per year.
- (h) During the twenty-ninth (29<sup>th</sup>) calendar year of employment, employees shall be entitled to thirty-one (31) working days vacation per year.
- (i) During the thirtieth (30<sup>th</sup>) or successive calendar years of employment, employees shall be entitled to thirty-two (32) working days vacation per year.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

If an employee leaves the Prosecutor's employ for any reason, except as set forth in Section 4 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.

Section 9.

Vacation time must be taken during the calendar year in which it was earned, except that up to five (5) unused days may be carried over into the next calendar year. Carry over of more than five (5) days of unused vacation time must be approved in writing by the Prosecutor or his designee.

**ARTICLE VI**

**SICK LEAVE**

Section 1.

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

Section 2.

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

### Section 3.

Sick leave is earned in the following manner:

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

### Section 4.

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

Section 5.

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

Section 6.

The Prosecutor agrees to continue the program of payment for unused sick leave upon retirement in accordance with the requirements set forth on Schedule A annexed hereto.

Section 7.

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

**ARTICLE VII**

**PERSONAL AND RELIGIOUS LEAVE**

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal or religious leave as far in advance as possible. The request by the employee shall be directed to the Prosecutor or his designee. The leave may only be taken if the Prosecutor or his designee approves and grants said leave; however, the Prosecutor shall not deny requested leave for religious reasons. .

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

- (a) One (1) day after four (4) months of employment.
- (b) One (1) additional day after eight (8) months of employment.
- (c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) month of employment.

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE VIII**

**DEATH IN FAMILY**

In the event of the death of an employee's spouse or child, the employee shall be granted time off without loss of pay for a period not to exceed ten (10) working days. In the event of death of an employee's parent, the employee shall be granted time off without loss of pay for a period not to exceed five (5) working days. In the event of the death of an employee's sibling, grandparent, grandchild, parent-in-law, sibling-in-law or other person residing in the employee's household, the employee shall be granted time off without loss of pay for a period not to exceed three (3) working days. Such absences shall not be charged against sick or vacation time.

**ARTICLE IX**

**JURY DUTY**

**Section 1.**

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

**Section 2.**

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

**ARTICLE X**

**HOLIDAYS**

**Section 1.**

The following days are designated as holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

**Section 2.**

Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the employee, subject to prior approval by the Prosecutor or his designee. When an employee is on call on a holiday and is required to return to work, the employee will receive a substitute day off.



**ARTICLE XI**  
**SALARIES**

**Section 1. Wages**

**A. General Wage Increase:**

- 2013: 2% inclusive of increments received by bargaining unit members
- 2014: 2% inclusive of increments received by bargaining unit members

The manner in which the remaining monies will be distributed will be determined by the bargaining unit.

**B. Step/Class adjustments and Annual Increments:**

- 1) For Calendar year 2006 only, the Step/Class Salary Guide as set forth in Exhibit E, shall be applied wherein no employee will remain in any one step for more than two years (2) or any one class for more than four (4) years, calculated from the date an employee is placed on a new step or class. Any employee who received a Step/Class adjustment prior to 5/25/07, shall maintain that salary level, providing that salary exceeds the 2006, 4% general wage increase.
- 2) Effective January 1, 2007, the Step/Class system shall be abolished and replaced with a system of Annual Increments, which will be added to base salary, effective and applicable upon the first day of each calendar year in accordance with the following schedule:

| <u>Salary Level</u>    | <u>Increment Amount</u> |
|------------------------|-------------------------|
| \$85,000 or less       | \$2,500                 |
| \$85,001 to \$100,000  | \$2,000                 |
| \$100,001 to \$115,000 | \$1,000                 |
| \$115,001 or more      | No Increment            |

Annual increments shall not be applied unless an employee has been an Assistant Prosecutor with the County for 12 months.

For purposes of salary calculation, the across the board general wage increase shall be applied prior to the annual step increment.

- 3) Effective January 1, 2006, and for the duration of the contract, the Salary Range for all Assistant Prosecutors shall be set at a minimum of \$50,613 and a maximum of 95% of the Prosecutor's Statutory Salary, unless specifically

authorized by the Prosecutor.

- 4) In addition to the across the board increases set forth in Paragraph A, above, effective January 1, 2014, there shall be a one-time professional equity adjustment to base pay as follows:

Attorneys earning less than \$85,000/year shall receive a \$5,000 adjustment to base pay;

Attorneys earning more than \$85,000/year but less than \$108,000/year shall receive a \$3000 adjustment to base pay;

Attorneys earning more than \$108,000/year shall receive a \$1,000 adjustment to base pay.

- C. The foregoing wage increases and step increments are exclusive of any Bezieh adjustments.

## Section 2. Assignment Stipends

Effective May 25, 2007, the following stipends shall be applied for specified assignments:

- A. On-Call:

- Trial & Domestic Violence Attorneys - \$100.00 per week
- Child Abuse/Sex Assault and Homicide Attorneys - \$250.00 per week

These stipends shall be paid in the payroll following the on-call assignment.

- B. Narcotic Strike Force:

- Up to four Assistant Prosecutors to be determined by the Prosecutor - \$2500 per year

- C. Supervisory:

- Homicide, Child Abuse, & Narcotic Strike Force Supervising Attorneys - \$5000 per year.
- Deputy Supervising Attorney - \$3000 per year.

All Stipends shall only apply for the duration of the assignment, and shall be paid on a pro-rated bi-weekly basis. Any Assistant Prosecutor receiving a Narcotic Strike Force or Supervisory Stipend shall not be eligible for an On-Call Stipend.

The Stipends set forth in B and C above will be paid with the Prosecutor's existing funds on

an annual basis, solely from Bezich monies. "Prosecutor's existing funds" for purposes of this section, shall be defined as funds deriving exclusively from Bezich monies.

Section 3. Cell Phone Availability

Any Assistant Prosecutor, with the exception of those assigned to the Appellate Unit, Domestic Violence Unit, or Juvenile Unit, will be available 24 hours / 7 days a week via cell phone. One can choose to use their personal cell phone or be issued an office cell phone. If one chooses to use their personal cell phone, they will receive a stipend of \$25 per month. This stipend will be paid out twice a year, with the approval of the Prosecutor.

Section 4. Payroll

In the event the County determines to change to a bi-monthly pay system, the Association agrees that it will not contest any such change. Likewise, in the event the County determines that all paychecks will be handled by direct deposit, the Association agrees that it will not contest any such change.

**ARTICLE XII**

**NON DISCRIMINATION AND EQUAL EMPLOYMENT**

Section 1.

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

Section 2.

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

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

### **ARTICLE XIII**

#### **LEAVE OF ABSENCE**

##### **Section 1.**

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

##### **Section 2.**

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

##### **Section 3.**

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

**ARTICLE XIV**  
**WORK RELATED INJURY**

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

(a) The employee shall notify the Prosecutor and the Personnel Office of the work related injury or illness.

(b) If the County's Workers' Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the Prosecutor any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately and/or recklessly inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period hereinabove shall be extended up to one hundred eighty (180) calendar days.

(c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined, the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the Prosecutor or the employee shall have the option to retain all such Workers' Compensation checks and not receive any additional monies from the Prosecutor. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.

(d) If the Prosecutor's Workers' Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event, in order for an employee to receive any pay from the Prosecutor he shall be obligated to charge his sick leave accumulation, subject to any workers' compensation award.

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

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

(g) The Prosecutor shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee at work who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is available.

**ARTICLE XV**

**HEALTH INSURANCE**

**Section 1. Drug Prescription Plan**

The Prosecutor will provide a Drug Prescription Plan as follows:

Effective July 1, 2014, prescription co-pays shall be modified as follows:

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

- (a) Retail pharmacy purchases shall be limited to 30 day increments.
- (b) Dispense-as-Written (“DAW”) Procedure – Physicians prescribing name brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.
- (c) All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.
- (d) The Employer will provide sample forms for mail order and distribute them to unit members by mail.

Section 2. Disability Plan

The County will contribute \$100.00 per employee per year towards the cost of a short-term disability plan. Employees will be responsible for the difference in cost for a given plan.

Section 3. Dental Plan

The Dental Plan in effect (the “base plan”) shall be continued during the term of this Agreement at the expense of the County. The base plan provides for single coverage on a 50/50 percent basis up to \$1,000.00 through June 30, 2007 and up to \$2,000 thereafter. Family coverage also is available on a 50/50 percent basis with the same annual cap as single coverage.

Employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1,000.00 through June 30, 2007 and \$2,000 thereafter. Employees shall also have an option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer’s cost of the base plan.

Section 4. Health Insurance

A. For the period January 1, 2006, through June 30, 2007 the standard health insurance coverage is provided through the Horizon PPO Plan. The following provisions applicable to all Plans will be maintained during the term of this Agreement:

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



surgical opinion (MSSOP) with fifty (50%) percent cutback.

Until June 30, 2007, employees shall have the option of obtaining the traditional indemnity health insurance coverage provided they pay the difference between the Blue Select coverage and the traditional indemnity coverage with payments to be made on a monthly basis by payroll deduction at an amount not to exceed \$35.00 per month for single coverage and \$75.00 per month for family coverage. Employees who retire after implementation of the Horizon PPO plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

Employees shall contribute \$10.00 per visit towards the cost of doctor's visits.

Out of Network Cost Share for Horizon PPO shall be 70/30.

Until June 30, 2007, incumbent employees shall contribute towards the cost of their health benefits, regardless of plan according to the following schedule:

|   |                |
|---|----------------|
| Employees earning under \$55,000 per year:                | \$10 per month |
| Employees earning between \$55,000 and \$75,000 per year: | \$25 per month |
| Employees earning over \$75,000 per year:                 | \$40 per month |

Employees hired after May 1, 2003 shall receive Health Net or Blue Choice coverage only. In addition, new employees shall contribute \$15 per month for single coverage and \$25 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between Health Net & Blue Choice and chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of the then available plans.

Additionally, employees may select health insurance coverage through Horizon POS/Blue Choice, Horizon HMO/HMO Blue or Health Net. Employees will not have to pay any premium

associated with these plans unless the premium exceeds the cost of the premium of the Horizon PPO/Blue Select Plan. In that event, employees shall be required to pay the difference between the two plans.

B. Effective July 1, 2007 the following Health Benefit provisions shall be applied:

1. The Horizon HMO, Traditional and POS plans shall be eliminated.
2. Employees hired after May 1, 2003 shall participate in the HealthNet POS. Any such employee who wishes to participate in the Horizon PPO or Direct Access shall do so at their expense, calculated by the difference between the annual cost of HealthNet and Direct Access or Horizon PPO.

Direct Access shall replace the Horizon PPO at the current co-pay levels:

- (a) \$10.00 co-pay for In-Network services – doctor’s office visits only.
- (b) \$10.00 co-pay for Out-of-Network services – Employees who go out of network will be reimbursed by the Employer for the 30% differential less the \$10.00 co-pay for services upon applying to the Third Party Administrator (“TPA”) for reimbursement. The TPA shall reimburse employees within 10 days of the date the claim was submitted.

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. Employees may change plans during open enrollment periods.

C. Effective July 1, 2014, out-of-network benefits shall be \$500.00 Single/ \$1,000.00 all others. The out-of-network reimbursement benefit shall be 150% of CMS (Medicare).

D. Employees shall contribute towards the premium cost of health coverage as required by Ch. 78, P.L. 2011 and any amendments thereto.

Section 5.

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

Section 6.

Effective July 1, 2007, the VSP – Vision Plan shall be implemented for employees only, and 100% of the premium for the Plan will be paid by the Employer.

Section 7.

Effective May 25, 2007 the Health Benefit Buy Out Option shall be increased to \$5,000.00 for Family Coverage and \$1,800.00 for Single Coverage from another source. Employees re-enrolling shall be re-enrolled not withstanding any pre-existing medical conditions. Employees must waive both medical and prescription coverage to be eligible for the Buy Out.

Section 8.

Registered domestic partners will be eligible for health benefits in accordance with the County Policy on Domestic Partnership as set forth in Freeholder Resolution No. 1170-2005.

Section 9.

In accordance with the Cancer Screening Policy for the County's employees, Freeholder Resolution No. 1623A-99, employees will be granted four (4) hours of paid leave each year for use for cancer screening, and the four (4) hours paid leave will not be counted toward the employee's sick, personal or vacation time. In order to be paid for such leave, an employee must submit a medical certification signed by the physician or other qualified medical personnel performing the

cancer screening, verifying absence from work for the purpose of the cancer screening. Employees are responsible for the cost, if any, of the cancer screening.

Section 10. Retirement Health Benefits

1. Effective July 1, 2007, the Employer agrees to implement a program of retirement benefits, the conditions and requirements for receiving these benefits are set forth in Exhibit B. The benefits in Exhibit B shall also be applied to all prosecutors who meet the requirements and who retired on or after January 1, 2006 through July 1, 2007.

2. *Vesting of Rights:* All employees hired on or prior to December 31, 2010 are vested as to all eligibility criteria and benefits set forth in Exhibit B. Any material changes to Exhibit B made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the Employer and the Association shall not be effective to change those employees' rights and benefits under Exhibit B, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>1</sup> 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 Exhibit B. Provided such health insurance 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 Exhibit B.

3. The County shall provide individual contracts to all current unit members, and all unit members hired from the date of this agreement through December 31, 2010. This contract shall obligate the County to provide the benefits in Exhibit B regardless of any future changes in the

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<sup>1</sup> 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

collective negotiation agreements. This contract shall also provide those benefits to the above-noted members' eligible dependents regardless of any future changes in the collective negotiation agreements, as set forth in this collective bargaining agreement as Exhibit F.

4. Dependents of employees, including surviving spouse/dependents, eligible for retiree health benefits under Exhibit B shall also be provided with coverage pursuant to the health insurance plan's rules.

Section 11

The Prosecutor agrees to continue a program of subsidization of health insurance cost for retirees hired on or after January 1, 2011, who were represented by the Association under the terms of the labor contract with the Prosecutor at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit C which is attached hereto and made part hereof.

**ARTICLE XVI**

**AGENCY SHOP AND DUES DEDUCTION**

Section 1.

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

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the employer. Where an employee takes a leave of absence without pay for one (1) month or more during any payroll deduction period,

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rates that are not grossly disproportionate from those rates offered to such similar employers.

there shall be no obligation on the part of the employer to have collected funds from his or her salary during such absence. Upon his or her return to employment at the termination of his or her leave, the employer shall continue to have deducted dues from his or her salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the employer, and the amount so certified will be uniform for all members of the Association.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association at any time by filing a notice of withdrawal with the County's Department of Finance with a copy to the Association. Such withdrawal shall be effective on January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

Section 4.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter or within thirty days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the

representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employee in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Prosecutor.

Section 5.

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

**ARTICLE XVII**

**LONGEVITY**

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

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

**ARTICLE XVIII**

**PERSONNEL FILE**

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

**ARTICLE XIX**

**SAVINGS CLAUSE**

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

**ARTICLE XX**

**ATTORNEY EXPENSES**

The Prosecutor agrees to pay the following expenses:

- A. New Jersey Client Security Fund.
- B. Institute for Continuing Legal Education (“ICLE”) mandatory courses.
- C. Union County Bar - Dues.
- D. State Bar Association – Dues
- E. Certified Criminal Trial Attorney – Cost
- F. National District Attorney Association – Dues
- G. Assistant Prosecutor’s Association of NJ – Dues
- H. Any mandatory fees imposed to remain a member of the Bar in good standing.



**ARTICLE XXI**

**MISCELLANEOUS**

**Section 1.     Printing of Agreement**

The County shall reproduce sufficient copies of the final contract for all bargaining unit members and additional reserve copies for distribution to employees hired during the term of the agreement.


**ARTICLE XXII**

**DURATION**

This Agreement shall have a term from January 1, 2013 through December 31, 2014. If the parties have not executed a successor agreement by December 31, 2014, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 18<sup>th</sup> day of September 2017.

**UNION COUNTY PROSECUTOR**

By:   
\_\_\_\_\_  
Grace H. Park  
Acting Prosecutor

  
\_\_\_\_\_  
Michael Yuska  
Director, Administrative Services

**WITNESSETH:**

By:   
\_\_\_\_\_  
Thomas K. Isenhour  
First Assistant Prosecutor


By:   
\_\_\_\_\_  
Alfred Faella  
County Manager


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kathryn V. Hatfield, Esq  
County Attorney

By:   
\_\_\_\_\_  
James Pelletiere  
Clerk of the Board

**UNION COUNTY ASSISTANT PROSECUTORS' ASSOCIATION**

By:   
\_\_\_\_\_  
Peter DeRose  
President  
Assistant Prosecutor's Association

By:   
\_\_\_\_\_  
Shawn Barnes  
Vice President  
Assistant Prosecutor's Association

**EXHIBIT A.**

**COUNTY OF UNION  
UNUSED SICK LEAVE PAYMENT**

**REGULATIONS**

**1. EFFECT ON OTHER RETIREMENT BENEFITS:**

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

**2. LIMITATIONS:**

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

**3. ELIGIBILITY:**

Effective January 1, 2008, an employee must retire with at least twenty –five (25) years of service. Service shall be defined pursuant to the New Jersey State Public Employees Retirement System Pension (PERS). 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:

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

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently re-enters Prosecutor employment will be considered to have incurred a break in service.

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years of service with the County except as outlined in Exhibit A, 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 the return to employment.
- b) The amount shall be computed at the rate listed below for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation
- c) In no event shall payment for unused accumulated sick leave exceed the amount listed below.
  - 100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000
  - 201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500
  - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
  - Over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000
- d) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible. The employee may elect to have the lump sum payment paid over eighteen (18) months.
- e) A retiree must be officially off the Prosecutor's payroll as an Assistant Prosecutor at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the Prosecutor Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee. The employee may elect to have the lump sum payment paid over eighteen (18) months.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
  - i) 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.
  - ii) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or, if requested, when sick leave usage exceeded a total of 10 days within one calendar year.
  - iii) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
  - iv) Sick leave or some other earned leave was charged for all compensable days

when the employee was not working.

- v) All sick leave was reportable and reported accordingly.
- vi) The time-keeping procedure required certification of the accuracy of the employees pay time.
- vii) 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.
- viii) All records are available for inspection.
- ix) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

## **EXHIBIT B.**

### **RETIREE HEALTH BENEFITS** **(Employees hired prior to December 31, 2010)**

Effective July 1, 2007, 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, 2010; and must retire on either a disability pension or retire having 25 years or more of service credit in the Public Employees Retirement System ("PERS") 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<sup>2</sup> 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. All employees hired on or prior to December 31, 2010, and their eligible dependents, are vested as to all eligibility criteria and benefits set forth in this Exhibit B, attached to this Agreement. Any material changes in this Exhibit B made pursuant to any future agreements with and/or arbitration and/or court proceedings

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<sup>2</sup> The term "substantially equivalent" in terms of a retirees' qualification for health insurance shall include what the actual cost of health insurance is to the retirees' spouse or partner. Therefore, if a retirees' spouse or partner has similar coverage that is more expensive than the retiree's plan, then the retiree will be entitled to the health benefit plan.



involving the County and the Association shall not be effective to change those employees' rights and benefits under this Exhibit B, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates. If not generally available at commercially reasonable rates, then the County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in this Exhibit B. 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 this Exhibit B.

### 3. HEALTH BENEFIT BUYOUT OPTION

Any retiree eligible to receive benefits or then receiving benefits under this Exhibit B, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan (as set forth in this Exhibit B) on a monthly basis.

Upon re-entering the plan, payments for opting out shall cease. The buyout benefit shall be discontinued if the County becomes self-insured. Employees re-enrolling, shall be re-enrolled not withstanding any pre-existing medical conditions.

### 4. 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 Exhibit B shall not be eligible for or receive the subsidy provided in Exhibit C attached hereto.

## **EXHIBIT C.**

### **RETIREE HEALTH BENEFITS** **(Employees hired on or after January 1, 2011)**

Effective January 1, 2011, 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, 2011; 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 employee 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      |
| <br>                   |                         |
| H/W Under 65           | \$540.58 per month      |
| P/C Retiree            |                         |
| Family Under 65        |                         |
| <br>                   |                         |
| H/W Over 65            | \$276.77 per month      |
| <br>                   |                         |
| H/W Retiree Over 65    | \$276.77 per month      |
| H/W Spouse Over 65     |                         |
| <br>                   |                         |
| Family Over 65         | \$442.88 per month      |
| <br>                   |                         |
| Family Retiree Over 65 | \$477.85 per month      |
| Family Spouse Over 65  |                         |
| <br>                   |                         |
| 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.

**EXHIBIT D.**

**CANCER SCREENING RESOLUTION**

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NO. 1623A-99  
DATE: 12/9/99

**WHEREAS**, the Board of Chosen Freeholders of the County of Union desires to establish a Cancer Screening Policy for the County's employees effective January 1, 2000; and

**WHEREAS**, pursuant to this Policy, employees will be granted four (4) hours of paid leave each year for use for cancer screening; and

**WHEREAS**, the four (4) hours of paid leave will not be counted toward the employee's sick, personal or vacation time; and

**WHEREAS**, in order to be paid for such leave, an employee must submit a medical certification verifying that the employee was absent from work for the purpose of cancer screening. The medical certification must be signed by the physician or other qualified medical personnel performing the cancer screening. Failure to submit such a certification may result in forfeiture of time; and

**WHEREAS**, employees will be given one (1) four (4) hour block of time annually to be used for cancer screening. Employees may not break this block of time into smaller hourly increments; and

**WHEREAS**, employees will be responsible for the cost, if any, of the cancer screening; and

**WHEREAS**, the County seeks to offer this benefit to it exclusionary and represented employees:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Union that it hereby adopts this policy for exclusionary employees and authorizes and directs the Director of Administrative Services to engage in collective negotiations with the various exclusive bargaining representatives for the purpose of providing such units with the benefits associated with the County's Cancer Screening Policy.

NO SUFFICIENCY OF FUNDS REQUIRED  
11/24/99 12/9/99

| RECORD OF VOTE |     |     |     |      |      |     |    |                           |     |     |     |      |      |     |    |
|----------------|-----|-----|-----|------|------|-----|----|---------------------------|-----|-----|-----|------|------|-----|----|
| FREEHOLDER     | Aye | Nay | Abs | Pass | Res. | Sec | NP | FREEHOLDER                | Aye | Nay | Abs | Pass | Res. | Sec | NP |
| GONCALVES      | X   |     |     |      |      |     |    | SCANLON                   | X   |     |     |      | (X)  |     |    |
| HOLMES         | X   |     |     |      |      |     |    | STENOER                   |     |     |     |      |      |     | X  |
| MINGO          | X   |     |     |      |      |     |    | SULLIVAN<br>VICE-CHAIRMAN | X   |     |     |      | X    |     |    |
| MARABELLA      | X   |     |     |      |      | X   |    | SCUTARI<br>CHAIRMAN       | X   |     |     |      |      |     |    |
| RUOTOLO        | X   |     |     |      |      |     |    |                           |     |     |     |      |      |     |    |

APPROVED AS TO FORM  
C.U.  
COUNTY ATTORNEY

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.  
[Signature]

**EXHIBIT E.**  
**DOMESTIC PARTNERING**

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NO **1170-2005**  
DATE:

12/1/2005

WHEREAS, the legislature of the State of New Jersey has found and declared that there are a sufficient number of individuals who live or work within this State who choose to live together in important personal, emotional and economic committed relationships with another individual of the same sex; and

WHEREAS, the legislature of the State of New Jersey has also found that these familial relationships, which are known as domestic partnerships, as defined in N.J.S.A. 26:8A-1ff, assist the State by establishing a private network of support for the financial, physical and emotional health of the participants to domestic relationships; and

WHEREAS, in accordance with the Domestic Partnership Act, Chapter 246, P.L. 2003, County action was contemplated to extend the various pension, health and tax benefits to those employees and retirees of the County of Union in domestic partnerships; and

WHEREAS, because of the material and other support that these familial relationships provide to the participants, this Board seeks to extend all of the rights, privileges and obligations provided under the Domestic Partnership Act, Chapter 246, P.L. 2003 to a domestic partner of a resident or employee or retiree of the County of Union; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it supports and adopts the policies set forth in the Domestic Partnership Act, Chapter 246, P.L. 2003, and as the employer hereby authorizes participation under the provisions of the Domestic Partnership Act, Chapter 246, P.L. 2003, and agrees to recognize the same-sex domestic partners of employees, as defined by the Act, as eligible for the same dependent benefits as are provided to a spouse under the State-administered pension funds; and

BE IT FURTHER RESOLVED that the County recognizes that by agreeing to provide eligibility to same-sex domestic partners, such eligibility shall apply to same-sex domestic partners of all employees and retirees enrolled in any and all of the State-administered pension funds through the County (PERS # 10100, 10101 & PFRS # 72000, 72001, 72003); and



BE IT FURTHER RESOLVED that domestic partnerships must meet the requirements of the Domestic Partnership Act and a Certificate of Domestic Partnership, obtained from the State of New Jersey through application to the employee's Local Registrar, must be made available upon request of the County and/or the Division of Pensions and Benefits; and

Continued....

SUBJECT TO INCLUSION AND ADOPTION  
OF THE 2006 BUDGET

*Frank J. Sestaro*  
12-1-05

| RECORD OF VOTE |     |     |     |      |     |     |     |    |                            |     |     |     |      |     |     |     |    |  |
|----------------|-----|-----|-----|------|-----|-----|-----|----|----------------------------|-----|-----|-----|------|-----|-----|-----|----|--|
| FREEHOLDER     | Aye | Nay | Abs | Pass | Res | Mot | Sec | NP | FREEHOLDER                 | Aye | Nay | Abs | Pass | Res | Mot | Sec | NP |  |
| ESTRADA        | X   |     |     |      |     |     |     |    | SULLIVAN                   | X   |     |     |      |     |     |     | X  |  |
| HOLMES         | X   |     |     |      |     |     |     |    | WARD                       |     |     |     |      |     |     |     | X  |  |
| KOWALSKI       | X   |     |     |      |     |     |     |    | MIRABELLA<br>VICE-CHAIRMAN | X   |     |     |      |     |     |     |    |  |
| MAPP           | X   |     |     |      |     |     |     |    | PROCTOR<br>CHAIRMAN        | X   |     |     |      | X   |     |     |    |  |
| SCANLON        | X   |     |     |      |     |     | X   |    |                            |     |     |     |      |     |     |     |    |  |

|   |  |
|---|--|
| APPROVED AS TO FORM<br><br>COUNTY ATTORNEY | I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.<br><br><br>CLERK |
|---|--|

**BE IT FURTHER RESOLVED** that all spouse and family health benefits including major medical, dental and insurance available to a spouse or family of a County employee or retiree shall be made available under similar co-pays, premiums, or deductibles to the same sex domestic partner of a County employee or retiree, and

**BE IT FURTHER RESOLVED** that to the extent certain County retirees have benefits provided under the State Health Benefit Plan this resolution provides those retirees with the same rights to obtain coverage under the Domestic Partnership Act and N.J.A.C. 17:1-5.5, for their domestic partner or family under similar co-pays, premiums, or deductibles available to a spouse or family of a County retiree; and

**BE IT FURTHER RESOLVED** that the Director of Finance, Lawrence M. Caroselli, act as the Certifying Officer in the administration of this program; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately and coverage shall be effective as of January 1, 2006 or as soon thereafter as it may be effectuated pursuant to the statues and regulations or in the case of private insurance carriers consistent with their enrollment criteria as if the date of this resolution was the effective date of the partnership.

**EXHIBIT F.**  
**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **County of Union** and the **Union County Prosecutor** (herein collectively referred to as the “**County**”) and \_\_\_\_\_ (herein the “**Employee**”), with the agreement and approval and consent of **The Assistant Prosecutor’s Association** (hereinafter “**Association**”);

Insert Name of Individual Employee

**WHEREAS**, the County and Association are parties to a collective bargaining agreement (“**CBA**”) covering the period January 1, 2006 through December 31, 2010; and

**WHEREAS**, the Employee is a member of the Association bargaining unit covered by the CBA; and

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the Association agreed to a zero percent increase to base pay for calendar years 2007 and 2008 and other agreements as more particularly set forth in the Memorandum of Agreement dated May 24, 2007, attached hereto as Appendix A (herein the “**Memorandum**”); and

**WHEREAS**, the Association and Employee only agreed to said zero percent increases based upon the assurances from the County and the Association 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 Association 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 Association 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 Association 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 Association 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 Exhibit B of the Memorandum and that any provision of such future agreement which purports to change any terms or conditions of this Agreement and Exhibit B of 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 Association.



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 \_\_\_\_\_, 2007.

COUNTY OF UNION

By: George W. Devanney  
George W. Devanney  
County Manager

\_\_\_\_\_  
ATTEST

UNION COUNTY PROSECUTOR

By: \_\_\_\_\_  
Theodore J. Romankow  
Prosecutor

ASSISTANT PROSECUTOR'S ASSOCIATION

By: \_\_\_\_\_  
Natalie Candela  
President

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_, Employee  
Print Name

\_\_\_\_\_  
ATTEST