

AGREEMENT
BETWEEN
THE PROSECUTOR OF UNION COUNTY
AND
UNION COUNTY
DETECTIVES SUPERIOR OFFICERS ASSOCIATION
JANUARY 1, 2010 THROUGH DECEMBER 31, 2014

BAUCH ZUCKER HATFIELD LLC
871 Mountain Avenue, Suite 200
Springfield, New Jersey 07081
973-376-4000 – tel
973-376-4033 – fax
www.bzh-law.com

METS SCHIRO & MCGOVERN, LLP
555 U.S. Hwy One South, Suite 240
Iselin, NJ 08830
732-636-0040 – tel
732-636-5705 - fax

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PREAMBLE

This Agreement made this 26th day of October, 2015 by and between THE PROSECUTOR OF UNION COUNTY, hereinafter referred to as the "Employer" and the UNION COUNTY DETECTIVE SUPERIOR OFFICERS ASSOCIATION, 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 Union County Detective Superior Officers Association as the exclusive representative for all its Sergeants of County Investigators, Lieutenants of County Detectives/Investigators, Captains of County Detectives/Investigators, and Deputy Chiefs in the employ of the employer, but excluding the Chief of County Investigations.

ARTICLE II

MANAGEMENT FUNCTIONS AND RIGHT

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. Subject to Articles XVIII and XXIX, all Superior Investigator Officers serve in their rank at the pleasure of the Prosecutor.
- B. The Prosecutor has the right to hire all employees, except those who are in the classified civil service, and to determine their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote, and transfer all such employees.

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 Union County Detective Superior Officers Association 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/her salary during such absence. Upon his/her return to employment at the termination of his/her leave, the employer shall continue to have deducted dues from the employee's 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.

Section 3

The form permitting the deduction of dues shall provide notice to such employee that he/she 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 Employer thirty (30) days in advance of his/her 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's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

Section 5

The Association agrees that it will indemnify and save harmless the Prosecutor 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 decisions not directed against wages, hours of work or other conditions of employment which are covered by the terms and conditions of the Collective Negotiations Agreement.

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

Section 2

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

Section 3

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

STEP ONE

An employee with a grievance shall first discuss it with his/her 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/her 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/she 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/her 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/her designated representative. A meeting on the grievance shall be held between the Prosecutor of Union County or his/her 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 SOA, solely and exclusively, 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, attaching copies of any statements or exhibits filed therein and the 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 SOA 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/her decision within sixty (60) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

Section 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

CLOTHING ALLOWANCE

Effective January 1, 2008, this entire Article will be eliminated and as of that date be considered null and void.

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.

Section 3

Except as otherwise provided by law, no employee covered by this Agreement shall be removed from his/her office, employment or position for political reasons or for any cause other than incapacity, or disobedience of rules and regulations established, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein, except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such employee. Said complaint shall be served upon the

employee so charged, with notice of a designated hearing thereon by the proper authorities, which shall be not less than fifteen (15) nor more than thirty (30) days from date of service of the complaint. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.

ARTICLE 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 SOA (hereinafter "employee(s)") and employed by the Employer as Sergeants, Lieutenants, Captains and Deputy Chiefs for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:

1. 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.
2. Disability Insurance.
3. Health Insurance.

4. 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 SOA by check which shall be issued separate and apart from all checks currently transmitted to the SOA for Union Dues Deductions, as provided in Article III of this Agreement. The Employer's lump sum payment shall be deposited by the SOA in a separate insured bank checking account maintained in the name of the Fund. The SOA 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 SOA 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 SOA and/or for the SOA's operation, administration or payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The SOA 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 SOA for verification a true copy of the insurance policy or policies purchased together with a paid invoice therefore. The Recording Secretary of the SOA will be authorized to certify the above documentation for all members in accordance with the SOA by-laws and transmit same to the Employer.

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

1. A copy of all insurance policies and corresponding paid invoices for which reimbursement was made out of Fund proceeds;
2. A statement of all disbursements made from the Fund and the reasons therefore;
3. A statement of all disbursements made by the Fund and the reasons therefore; and,
4. A statement of the reconciled account of the Fund.

The SOA 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 SOA. The failure of the SOA to comply with a written audit request shall be deemed to be a material breach of Section 2 of this Article.

The SOA'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

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1

Employees who are employed less than one (1) year may be granted up to twenty-four (24) hours 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 twenty-four hours 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 Detectives. The leave may only be taken if the Chief of Detectives 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. Eight (8) hours after four (4) months of employment.
- B. Eight (8) additional hours after eight (8) months of employment.
- C. A final eight (8) hours 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/her designee.

Section 3

Personal leave hours, 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.

ARTICLE X

HOLIDAYS

Section 1

The employer has designated the following days as annual holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. 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 employees, subject to prior approval by the Prosecutor.

ARTICLE XI

VACATIONS

Section 1

- A. Vacation Eligibility for employees of Union County covered hereunder.
- B. Effective January 1, 2005, placement on the vacation schedule set forth in the paragraphs below shall be based on an employee's years of PFRS service credit. If a new employee does not have any or at least one (1) year of PFRS service, he/she shall earn eight (8) hours of vacation time for each month of service during the calendar year following the date of employment. If an officer receives an increase in vacation retroactive to 2005, he/she shall be allowed to carry over that additional time in addition to the forty (40) hours of vacation time carryover that is current practice.
- C. Employees with one to eight years of service shall be entitled to one hundred four (104) hours vacation each year.
- D. Employees with eight completed years to ten years of service will be entitled to one hundred twelve (112) hours vacation each year.
- E. Employees with ten completed years to fifteen years of service will be entitled to one hundred thirty six (136) hours vacation each year.
- F. Employees with fifteen completed years to twenty years of service will be entitled to one hundred fifty-two (152) hours vacation each year.
- G. Employees with twenty completed years to twenty-five years of service will be entitled to one hundred seventy six (176) hours vacation each year.
- H. Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days vacation each year:
 - twenty-five years - two hundred sixteen (216) hours
 - twenty-six years - two hundred twenty-four (224) hours
 - twenty-seven years - two hundred thirty two (232) hours
 - twenty-eight years - two hundred forty (240) hours
 - twenty-nine years - two hundred forty eight (248) hours
 - thirty or more years - two hundred fifty six (256) hours

Section 2

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

Section 3

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

Section 4

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

Section 5

Whenever an employee dies having to his/her credit any annual vacation leave, there shall be calculated and paid to his/her estate, a sum of money equal to the compensation figured on his/her salary rate at the time of his/her 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/she will be charged with the unearned part of his/her vacation which shall then be deducted from his/her final paycheck.

Section 9

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

ARTICLE XII

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

An employee absent for reasons that entitle him/her to sick leave shall notify the Chief or Prosecutor promptly. Failure to make such notification 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. Eight (8) hours for each full month of service with the employer during the first year of employment.
- B. Ten (10) hours 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/her 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 eighty (80) hours in one (1) calendar year consisting of periods of less than forty (40) hours, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one (1) eight (8) hour 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

The retirement benefit shall be as set forth on Schedule B annexed.

ARTICLE XIII

DEATH IN FAMILY

Wages up to eighty (80) hours 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 twenty-four (24) hours 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's household.

ARTICLE XIV

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 XV

COERCION

There shall be no discrimination, interference or coercion by the employer or any of its representatives 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 XVI

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 ½) hours per week from Monday through Friday, exclusive of a one-half (½) hour lunch period.

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. Notwithstanding the foregoing, the parties further agree that the Prosecutor may, in his/her discretion, establish a work schedule which may include shift work, Saturdays, Sundays and/or holidays in order to maintain the Union County Narcotic Strike Force, or other ongoing operations consistent with the functions and responsibilities of the Office.

ARTICLE XVII

OVERTIME

Section 1

The employer shall compensate overtime at the rate of time and one-half (1½) of straight time pay to all employees covered by this Agreement for time worked in excess of thirty-seven and one-half (37½) hours per week. Effective January 1, 2000, the standard work week shall be calculated as 40 hours inclusive of meal periods and overtime shall be paid for work in excess of 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 Superior Officer'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 ½ times the hourly rate.
- B. Employees who have accumulated more than 100 hours of compensatory time as of May 30, 2013, shall not be eligible to accumulate additional compensatory time until their bank is below the 100 hour threshold. Any time in excess of 100 hours

will be paid out to an employee in May 2014 at the rate of pay at the time of payout.

ARTICLE XVIII

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 XIX

SAVINGS CLAUSE

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

ARTICLE XX

SALARIES

Section 1

Salaries for employees covered by this Agreement shall be as set forth on Schedule A annexed hereto.

There shall be a general wage increase as follows:

- A. Effective and retroactive to January 1, 2010: 0%
- B. Effective and retroactive to January 1, 2011: 2.25%
- C. Effective and retroactive to July 1, 2012: 2.50%
- D. 2013 Salaries are set forth in Schedule A annexed hereto.
- E. 2014 Salaries are set forth in Schedule A annexed hereto.

Section 2

No employee covered by this contract shall remain at the same step level on the salary guide for more than twelve (12) months without advancing to the next higher salary guide step. Salary guide -movement shall continue until the maximum pay rate is reached. The annual salary guide step movement shall be automatic.

Section 3

First Class pay status shall be an entitlement of Lieutenants and Captains who qualify by achieving 30 "salary points". A lieutenant or captain shall earn 3 "salary points" for each year of employment as a superior (sergeant, lieutenant or captain) at the Union County Prosecutor's Office. When a lieutenant or captain has accumulated 30 "salary points" as described in this section, said officer shall be entitled to First Class pay status thereafter.

Section 4

Effective January 1, 2000, paychecks will be distributed on a biweekly basis and employees will be provided with a "direct deposit" option. In order to maintain a bi-weekly basis for paycheck distribution, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2012: Tuesday

2013: Wednesday

2014: Thursday

2015: Friday

2016: Monday

This cycle will continue every five (5) years. When the pay day occurs on a holiday, paychecks or direct depositions will be issued on the day prior to the holiday.

In the event the County determines to change the pay schedule to a bi-monthly schedule, the SOA agrees that it will accept the change without dispute. Effective January 1, 2014, all paychecks will be done by direct deposit.

Section 5

A Lieutenant who is at top step and is promoted to Captain shall be placed on step 2 of the Captain's guide if not eligible to be placed at the top step of the Captain's guide.

Section 6

Effective and retroactive to January 1, 2010, the base salary for a Deputy Chief shall be capped at \$2000.00 less than the Prosecutor's salary

ARTICLE XXI

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/her full pay for the first one hundred eighty (180) days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation, provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers Compensation Insurance carrier.
- C. After the first one hundred eighty (180) days 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/her temporary disability Workers Compensation check and not receive any additional monies from the County and not have any charge made to his/her sick leave accumulation, or if the employee wishes to receive full pay and charge his/her sick leave accumulation, he/she shall be permitted to do the same provided he/she 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/her 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/her sick leave accumulation.

ARTICLE XXII

INSURANCE

Section 1

- A. Effective April 1, 2006, the Employer agrees to implement a program of retirement benefits as set forth in Schedules C and D. 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 April 1, 2006.
- B. 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 SOA 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 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

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.

changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Schedule C.

- C. In addition to the foregoing, the SOA 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.
- D. 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 2

The parties agree that if the existing disability program in effect under the terms and conditions of the labor contract between the County of Union and New Jersey Civil Service Association Union Council No. 8 is modified, or if any other unit of employees which has a collective agreement with the County of Union negotiates a different disability program, this contract may be reopened to negotiate concerning such modified or different disability program.

Section 3

Effective September 1, 2001, the co-payments for the Drug Prescription plan shall be modified as follows:

- A. Co-payment provisions shall be:
 - 1. \$15.00 co-pay per prescription for brand name where generic is available

2. \$10.00 co-pay per prescription for brand name where no generic is available or where brand name is required by the doctor
 3. \$5.00 co-pay per prescription for generic
 4. \$3.00 co-pay for mail order prescriptions
- B. Effective July 1, 2006, the Drug Prescription Plan shall be modified as follows:
5. Retail pharmacy purchases shall be limited to 30 days increments.
 6. Dispense-as-Written (“DAW”) Procedure – Physicians prescribing name-brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.
 7. All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.
 8. The Employer will provide sample forms for mail order and distribute them to the unit members by mail.

With regard to Medical Benefits:

- A. Effective January 1, 2000 or as soon thereafter as possible, the Blue Cross/Blue Shield insurance coverage program known and designated as "Blue Select" or "Horizon PPO" will replace the traditional indemnity health insurance coverage currently being provided by the employer. Employees shall have the right to maintain the traditional indemnity health insurance coverage provided they pay the difference between the Blue Select coverage and the traditional indemnity coverage with payments to be made on a monthly basis by payroll deduction at an amount not to exceed \$35.00 per month for single coverage and \$75.00 per month for family coverage.

- B. Employees in the Blue Select Plan (now Horizon POS) shall pay a co-pay of \$10.00 per visit for doctor's visits.
- C. Effective September 1, 2001, the Out of Network Cost Share for the Blue Select Plan shall be 70/30.
- D. All current employees shall contribute the following towards the cost of health insurance coverage as follows:
- Effective January 1, 2004 - \$40.00 per month
- Contributions are made on a pre-tax basis.
- Effective July 1, 2006 - employees shall contribute towards the cost of their health insurance as follows:
- Single coverage - No change (\$40.00 per month)
- Family, PC or HW - Additional \$15.00 per month (\$55.00 per month)
- All premium sharing shall be eliminated upon the implementation of any statutorily mandated premium sharing.
- E. Any employee hired after the execution of this Agreement and subsequently promoted into the unit shall maintain the same level of benefits he or she had when promoted into the unit. This provision does not apply to either rank and file detectives or superior officers hired prior to the execution of this Agreement.
- F. Effective July 1, 2006, the Horizon HMO and POS plans shall be eliminated. Any employee hired after July 1, 2006 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.

G. Effective July 1, 2006, Direct Access shall replace the Horizon PPO at the current co-pay levels:

1. \$10.00 co-pay for in network services – Drs.’ Office visits only
2. \$10.00 co-pay for all 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 and Horizon Traditional Plans 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.

Section 4

Effective May 30, 2013, the following modifications shall be implemented:

A. Prescription

Retail

20.00 co-pay per prescription for name brand where generic is available.

\$15.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic.

Mail Order

\$15.00 co-pay per prescription for name brand where generic is available.

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases up to thirty (30) day supply and a ninety (90) day supply through mail order, respectively.

B. Drug Plan Utilization Modification

1. Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling).
2. Preferred Drug Step Therapy (Generic or Preferred Name Brand first) limited to PPI, SSRI and Intranasal steroid drugs.
3. 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.

- C. 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. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP7 to CIGNA ROAP3.
- D. The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- E. The emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).

Section 5

Effective July 1, 2013 or as soon thereafter as the County can implement the changes, all health plans shall be subject to the following:

| | New Co-Pay |
|---|-------------------|
| 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 |

| | Out of Network Benefit |
|--|---------------------------------|
| | \$500 Single/\$1,000 All Others |

| | Out of Network Reimbursement Benefit* |
|--|--|
| | 150% of CMS (Medicare) |

Section 6 **Health Benefit Buyout Option**

Any employee with either Family or Husband/Wife coverage in any of the available Health Benefits and Prescription Plans may voluntarily opt out of both of those plans providing their spouse has either Family or Husband/Wife Coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$5000.00 annually to be paid in 26 installments over the next year. In order to be eligible for the health-benefit opt-out payment, an employee must opt out of both health and prescription coverage.

Section 7

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. See Exhibit F for available dental programs and co-pays.

Section 8

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.

ARTICLE XXIII

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 department 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 department 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 department is being interrogated as a witness only, he/she 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 department shall not be subject to any offensive language, nor shall he/she 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 Department shall afford an opportunity for a member of the department, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the department, which shall not delay the interrogation beyond two (2) hours for consultation with his/her Association representative and/or attorney.
7. In cases other than departmental investigations, if an officer is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she 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 Department or its officers of the ability to conduct the routine and daily operations of the Department.
9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless same is in compliance with the policy of the New Jersey Attorney General's Office and consistent with the Union County Prosecutor's Office Manual of Administrative Policies and Procedures.
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 XXIV

PERSONNEL FILES

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

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

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her 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 force shall subject that member to appropriate disciplinary action.

ARTICLE XXV

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 XXVI

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 XXVII

SOA LEAVE TIME

Section 1 **Union Leave Time for Negotiations**

Members of the SOA collective bargaining committee shall receive four (4) hours of compensatory time at straight time for each collective bargaining session attended if off-duty. This compensatory time shall be separate from an officer's regular comp time bank.

Section 2

The SOA shall be permitted convention leave with pay for two (2) delegates pursuant to law.

ARTICLE XXVIII

PROBATIONARY PERIOD

All full-time employees promoted into the ranks of Sergeant, Lieutenant and Captain shall serve a probationary period of one calendar year. During this probationary period the Employer reserves its absolute right to demote a probationary employee subject to applicable provisions of law. Such demotion 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 promotion.

ARTICLE XXIX

LAYOFF AND RECALL

Section 1

The Prosecutor may demote 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, demoted until all temporary and probationary employees have been laid off or demoted. Where there are two or more non-probationary employees in the same rank from which a demotion is to be made, demotions shall be conducted in reverse seniority order (based on seniority in rank). Supervisors who are to be demoted may bump a more junior supervisor first in the rank immediately below the rank from which they are being demoted, or a junior employee in another lower rank if they do not have the seniority to bump to the immediately lower rank. Bumping shall be based on overall seniority as a supervisor. If a supervisor cannot bump into another supervisory position, he/she may bump the most non-supervisory junior employee. Bumping to a non-supervisory position shall be based on overall seniority with the Prosecutor's Office. If the employee being demoted cannot bump any other employee because he/she does not have enough seniority, he/she shall be subject to layoff. Notwithstanding the foregoing, 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 layoff. Demoted employees shall be placed on a special promotion list and shall be promoted in seniority to the next promotional opening prior to employees who are not on the special promotion list, provided that the Prosecutor may determine exceptions to seniority on the grounds enumerated in paragraph 1. The right to be re-promoted shall not sunset.

ARTICLE XXX

DURATION


This Agreement shall have a term from January 1, 2010 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 hereunto affixed their signatures this
26th day of OCTOBER, 2015.

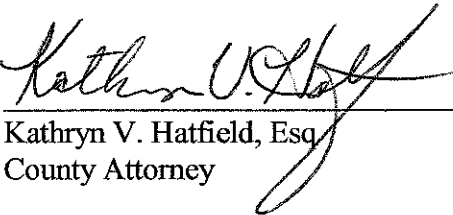
WITNESSETH:

WITNESSETH:



Norman Albert
Director, Administrative Services

APPROVED AS TO FORM:



Kathryn V. Hatfield, Esq.
County Attorney

ATTEST:


UNION COUNTY PROSECUTOR:



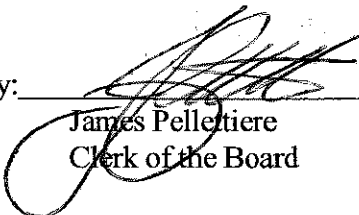
GRACE PARK,
ACTING PROSECUTOR

UNION COUNTY:

COUNTY OF UNION


By: 

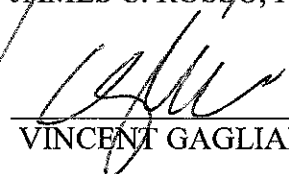
Alfred Faella
County Manager

By: 

James Pelletiere
Clerk of the Board

UNION COUNTY DETECTIVES
SUPERIOR OFFICERS ASSOCIATION



JAMES C. RUSSO, PRESIDENT


VINCENT GAGLIARDI, SECRETARY

SCHEDULE A
SALARY GUIDE

| SERGEANTS | | | | | | | |
|------------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|
| | 0% | 0% | 2.25% | 0% | 2.5% | | |
| | Jan 2009 | Jan 2010 | Jan 2011 | Jan 2012 | July 2012 | Jan 2013 | Jan 2014 |
| Step 1 | 104,129 | 104,129 | 106,472 | 106,472 | 109,134 | 109,134 | 109,134 |
| Step 2 | 105,675 | 105,675 | 108,052 | 108,052 | 110,754 | 110,754 | 110,754 |
| Step 3 | 107,223 | 107,223 | 109,635 | 109,635 | 112,376 | 112,376 | 112,376 |
| Step 4 | 113,271 | 113,271 | 115,819 | 115,819 | 118,715 | 120,395 | 116,516 |
| Step 5 | | | | | | | 121,354 |

| LIEUTENANTS | | | | | | | |
|--------------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|
| | | 0% | 2.25% | 0% | 2.5% | | |
| | Jan 2009 | Jan 2010 | Jan 2011 | Jan 2012 | July 2012 | Jan 2013 | Jan 2014 |
| Step 1 | 118,492 | 118,492 | 121,159 | 121,159 | 124,187 | 124,187 | 124,187 |
| Step 2 | 120,817 | 120,817 | 123,535 | 123,535 | 126,623 | 126,623 | 126,623 |
| Step 3 | 123,138 | 123,138 | 125,909 | 125,909 | 129,057 | 129,057 | 129,057 |
| Step 4 | 129,418 | 129,418 | 132,330 | 132,330 | 135,639 | 137,319 | 133,327 |
| Step 5 | | | | | | | 138,278 |

| CAPTAINS | | | | | | | |
|----------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|
| | | 0% | 2.25% | 0% | 2.5% | | |
| | Jan 2009 | Jan 2010 | Jan 2011 | Jan 2012 | July 2012 | Jan 2013 | Jan 2014 |
| Step 1 | 128,944 | 128,944 | 131,845 | 131,845 | 135,141 | 135,141 | 135,141 |
| Step 2 | 130,490 | 130,490 | 133,426 | 133,426 | 136,762 | 136,762 | 136,762 |
| Step 3 | 132,811 | 132,811 | 135,799 | 135,799 | 139,194 | 139,194 | 139,194 |
| Step 4 | 139,230 | 139,230 | 142,363 | 142,363 | 145,922 | 147,602 | 143,534 |
| Step 5 | | | | | | | 148,561 |

| DEPUTY CHIEF | | | | | | | |
|--------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|
| | | 0% | 2.25% | 0% | 2.5% | + \$1,680 | + \$1,544 |
| | Jan 2009 | Jan 2010 | Jan 2011 | Jan 2012 | July 2012 | Jan 2013 | Jan 2014 |
| Step 1 | 144,963 | 144,963 | 148,225 | 148,225 | 151,930 | 153,610 | 155,154 |
| CAP* | 163,000 | 163,000 | 163,000 | 163,000 | 163,000 | 163,000 | 163,000 |

Annual step movement shall be automatic.

* Deputy Chief's salary is subject to the limitations set forth in Article XX, Section 6.

SCHEDULE B
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. LIMITATION:

- a. No employee who elects a deferred retirement benefits shall be eligible.
- b. An individual may defer his/her 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 reentering 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.

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's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
- c. Payment for unused accumulated sick leave shall be according to the following schedule:
 - 100-200 accumulated sick days – 50% of 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. 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:

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:
 - 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 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.

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 for 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 Firemen's 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 covered 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 obligated 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 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:

| Category | County's Subsidy |
|---|--------------------|
| Single, Under 65 | \$189.67 per month |
| Single, Over 65 | \$138.39 per month |
| H/W Under 65 P/C Retiree Family Under 65 | \$540.58 per month |
| H/W Over 65 | \$276.77 per month |
| H/W Retiree Over 65 H/W Spouse Over 65 | \$276.77 per month |
| Family Over 65 | \$442.88 per month |
| Family Retiree Over 65 Family Spouse Over 65 | \$477.85 per month |
| 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
Insert Name of Individual Employee
and consent of the **Union County Detectives Superior Officers Association affiliated with the PBA Local No. 250 (hereinafter “SOA”)**;

WHEREAS, the County and SOA 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 SOA bargaining unit covered by the CBA and

WHEREAS, in order to obtain the agreement to enter into the CBA, the SOA 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 SOA and Employee only agreed to said zero percent increases based upon the assurances from the County and the SOA 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 SOA 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 SOA 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 SOA 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 SOA 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 SOA.
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

**UNION COUNTY DETECTIVES
SUPERIOR OFFICERS ASSOCIATION
affiliated WITH PBA LOCAL NO. 250**

By: _____
Ron Reale,
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 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