

AGREEMENT

BETWEEN

THE PROSECUTOR OF MIDDLESEX COUNTY

STATE OF NEW JERSEY

And

THE MIDDLESEX COUNTY PROSECUTOR'S

SUPERIOR OFFICERS ASSOCIATION

Effective

January 01, 2009 — December 31, 2012

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PREAMBLE

THIS AGREEMENT made this _____ day of _____, 2012 between THE COUNTY PROSECUTOR OF MIDDLESEX COUNTY, (hereinafter referred to as the Employer) and THE MIDDLESEX COUNTY PROSECUTOR'S DETECTIVES AND INVESTIGATORS, P.B.A. #214 SOA, SUPERIOR OFFICERS ASSOCIATION (hereinafter referred to as PBA #214 SOA); is designed to maintain and promote a harmonious relationship between the PROSECUTOR OF MIDDLESEX COUNTY and such employees who are within the provisions of the agreement, in order that more efficient and progressive public service may be rendered.

WHEREAS, PBA #214 SOA has been selected as the Exclusive bargaining agent by the employees hereinafter to be defined, and

WHEREAS, said PBA #214 SOA has been in negotiations with the Employer, and

WHEREAS, PBA #214 SOA and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law;

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



I. RECOGNITION

The Employer hereby recognizes PBA #214 SOA as the exclusive and sole representative for the collective negotiations concerning salaries, hours, and other terms and conditions of employment for all Superior Officers of the Middlesex County Prosecutor's Office Detective Bureau, but excluding the Chief of Detectives and Deputy Chief of Detectives.

Unless otherwise indicated, the terms, "Superior Officer," "Employee," or "Employees" when used in this agreement refer to all persons represented by PBA #214 SOA in the above defined negotiating unit.

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II. RIGHTS AND PRIVILEGES OF PBA #214 SOA

PBA #214 SOA shall have the right to designate such members of PBA #214 SOA, which will not exceed three (3), as it deems necessary as PBA #214 SOA Representatives and they shall not be discriminated against due to their legitimate PBA #214 SOA activities.

Authorized representatives of PBA #214 SOA have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

Whenever any representative of PBA #214 SOA or any employee is mutually scheduled by Parties to participate during work hours in negotiations, grievance procedures, conferences, or meetings, he or she shall suffer no loss in pay.

PBA #214 SOA representatives shall be allowed to attend PBA conventions as provided by N.J.S.A. 40A:14-177 and 11A:6-10. Union release time shall also be provided in accordance with established practice. In the event of a dispute over the existence of a binding past practice, the SOA shall have the burden to prove the existence of a binding and enforceable past practice.

PBA #214 SOA shall notify the Employer at least sixty (60) days prior to the annual PBA #214 SOA conventions concerning dates of such conventions and the names of appointed delegates.

The Employer agrees to make available to PBA #214 SOA all public information concerning the financial resources of the County on a reasonable basis with information which may be necessary for the Union to process and grievance, complaint, or

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Agreement. All requests shall be made through the Personnel Director.

PBA #214 SOA has reasonable use of bulletin boards and mailboxes in locations approved by the Employer.

Copies of all orders, memos, rules, and communications affecting the wages, hours, and other terms and conditions affecting the Employees covered by this Agreement shall be furnished to PBA #214 SOA President and Secretary within a reasonable period of time.

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III. WAGES

- A. The pay scale as negotiated is set forth in Appendix II attached hereto, and is incorporated herein by reference as if fully set forth below, and is subject to the below sections. Wage increases for the year 2009-2012 shall be retroactive to January 1, 2009.
- B. The salary adjustment for Lieutenants shall reflect a 15% differential, inclusive of all Negotiated Wage Increases, in rank between the Lieutenant and Sergeant.
- C. The salary adjustment for Captains shall reflect a 15% differential, inclusive of all Negotiated Wage Increases, in rank between the Captain and Lieutenant, subject to the limitations and conditions set forth in Sections D, E, and F below and in Appendix II.
- D. Beginning in 2009 and continuing through 2012, until such time as the County Prosecutor receives a salary increase, the annual base pay of Captains either alone or in conjunction with a senior step referred to in Section I below shall not exceed \$135,000. At all times during the course of this Agreement, the salary of Captains, inclusive of base pay and a senior step as set forth in Section I below, but not including longevity, will be at least \$6,000 below the salary of the County Prosecutor.
- E. On the effective date of any increase in pay for the County Prosecutor, if the annual base salary of Captains in that calendar year is less than the figure shown on the second line for "Captain" in Appendix II for that calendar year, then their base salary will be increased to a figure equal to the base salary of Lieutenants plus up to



15%, plus a senior step of up to 1.5% as provided for in Section I below, provided that the salary increase for the County Prosecutor enables such increases for Captains consistent with the \$6,000 differential required pursuant to section D of this Article.

F. If the County Prosecutor receives a salary increase that is insufficient to allow both a 15% differential between the base salaries of Lieutenants and Captains, plus a Section I senior step, while maintaining at least a \$6,000 differential between the Captain's base salary and senior step and the salary of the County Prosecutor, then the salary of the Captains, including the senior step, if applicable, will be increased to the full extent enabled by the increase in the Prosecutor's salary consistent with the above limitations. The Captains salary and senior step will remain so fixed until such time as the County Prosecutor receives a further salary increase.

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

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

I. Senior Step

Commencing January 01, 2005, a new senior step shall be added to the wage schedule. The senior step shall be set at 1.5% above the base salary for each respective officer rank. The senior step shall be treated in all respects as base pay, and the employees paid at such rate may be expected to provide additional services for



such additional pay. To qualify for senior step, the employee must have not less than 20 completed years of sworn duty in the Middlesex County Prosecutor's Office, which will also include prior years of sworn service as Middlesex County Sheriffs' Officers, Middlesex County Correction Officers, and as Middlesex County Prosecutor's Agents, before becoming a Middlesex County Prosecutor's Office employee. All present members of the bargaining unit as of January 01, 2005, shall be given credit for non-bargaining unit prior service, plus they will be given credit for sworn law enforcement service in the County, providing that such prior service had previously been recognized for determination of vacation eligibility, longevity, etc., by the employer.

IV. HOURS OF WORK

A. Employees will normally work during the hours of 8:30 a.m. to 4:15 p.m., with a 45 minute lunch, Monday through Friday, except when otherwise directed by the Prosecutor of his designee. Any change in the work schedule resulting in days off other than Saturday or Sunday shall provide for two consecutive days off.

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

V. OVERTIME

DEFINITION: Overtime for Sergeants is constituted as time worked in excess of seven (7) consecutive hours per day or the normal thirty-five hours per week. Effective September 04, 2001, Overtime for Lieutenants and Captains is constituted as time being worked in excess of 40 hours in one workweek. Hours worked in excess of 35 but less than 40 shall be paid at the employee's regular rate of pay.

Any hours paid for at overtime shall not be pyramided or used again for computing other overtime pay in excess of the normal workweek or for any other pay.

For each contract year provisions will be made to pay each Sergeant overtime at the rate of time and one-half (1 1/2) his/her regular rate up to a maximum of \$2,700 annually for hours worked in excess of seven (7) hours per day or the normal thirty-five (35) hour work week, or in the case of Lieutenant or Captain, for hours worked in excess of forty (40) hours in one work week.

Overtime in excess of the amounts set forth above will be compensated for by compensatory time at the rate of time and one half (1 1/2). These compensatory hours shall not be accrued beyond a four hundred eighty (480) hour maximum in compliance with the Fair Labor Standards Act. Further, such a compensatory time bank shall be inclusive of any existing compensatory time earned prior to the execution of this Agreement.

Upon reaching four hundred eighty (480) maximum, any additional overtime will be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay.

Overtime shall be paid in the pay period immediately following the working of such overtime.

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

When required to work by order of the Assignment Judge, Prosecutor, Attorney General or Chief of Detectives on a legal holiday, that time will be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to the regular day's pay, as part of the maximum sum allowed per year as set forth in the preceding paragraph. Any employee covered by this Agreement who while off duty and receives or is required to make work related telephone call not receiving beeper compensation during his/her off duty hours and/or days off shall be considered "on duty" for the period of said telephone call or calls and shall be compensated in accordance with the provisions of this Agreement. The provisions shall not apply if an employee is telephoned as notification to report to duty. In that case the callback provision shall prevail.

Beeper Time: The Superiors who carry beepers shall receive Fifteen Dollars (\$15.00) a day for each day on call, whether or not the employee is in fact called out. Effective January 1, 2012, employees with Unit Duty who carry beepers shall receive forty-five (\$45.00) dollars a day for each day on call, whether or not the employee is in fact called out.

Call Back Time: If an employee is called back to work by the Prosecutor or his/her designee after working his or her regularly scheduled workday or a Saturday, Sunday, or holiday and reports to work, the employee shall receive a minimum of four (4) hours at the rate of time and one-half (1 1/2) in pay, regardless of the actual time worked. It is further understood and agreed that the four (4) hour call-in pay will be



payable only on a one-time basis in any one given twenty-four (24) hour period.

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VI. LONGEVITY

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

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

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



VII. MEDICAL BENEFITS

Appendix 1 treats certain medical benefits issues and is explicitly incorporated in this contract and made a part hereof. Concerning Medical Benefits for all new hires after September 04, 2001, such persons shall be subject to the County's Medical Benefits provisions which include the requirement of employee co-payment for medical premiums and the elimination of Traditional Indemnity Coverage, as more particularly set forth in the County Personnel Policy Guide, attached hereto and made a part hereof. The parties further stipulate that such policy shall remain as such during the collective bargaining agreement's duration even if changed for other County employees during such time period.

A. Vision Care

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

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

B. Dental Coverage

The County shall provide, an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of September 04, 2001. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days' notice to the



Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequently as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99% of previous annual premium.

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

C. Health and Hospitalization Insurance

1. Eligibility

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

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependents on the

payroll as of the date of October 17, 2001, the (3) HMO options, as available on January 1, 2000 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are currently enrolled in the Traditional Indemnity Plan as of October 17, 2001 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan as of October 17, 2001 may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days' notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

a. Health care contributions for medical, prescription, dental and vision benefits shall be consistent with that required by P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78, and by the contribution schedule set forth below for employees hired after October 10, 2001, whichever contributions requirement is higher..

b. Employees who enter County service or become eligible for medical insurance coverage after October 17, 2001 shall be entitled to the same level of benefits and will permitted to enroll in all available health care options described in C., 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.



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

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

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

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such contributions shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.



f. Any employee transfer or promotion into this unit after the date this contract is executed, who was required to contribute to the premium payment by the labor contract of their prior unit or the County Personnel Policy (if they were not in a unit), whose annual salary in this unit is over \$25,000, shall be required to continue contributing to the premium payment for their health insurance coverage.

4. Prescription Coverage

The county shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Effective July 1, 2012, eligible employees and their dependents shall be required to make co-payment of three (\$3.00) dollars for generic drugs prescribed by duly licensed physician and eligible employees and their dependents who receive brand name prescription drugs shall be required to make a co-payment of five (\$5.00) dollars.

5. Retirement Benefits

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

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



Department of Personnel for receipt of disability retirement benefits.

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

6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the county to pay such claim upon adequate submission of supporting documentation. When the county deems such claim properly completed it shall make payment therein within and additional thirty (30) days. As part of such application the County may require the execution of binding assignment of subrogation agreement from the employee to the extent of payments made on the employee's behalf.



VIII. HOLIDAYS

All employees shall receive the following holidays with pay:

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

When an employee works a holiday above he/she shall be paid at double time for all hours worked on a holiday.



IX. PERSONAL DAYS

All employees shall have four (4) personal days in addition to those previously mentioned for any personal purposes. Personal days may not be accumulated. Personal days may be taken on separate days or consecutively; however, the employee should, if possible, give the Employer three (3) days' notice for one personal day, four (4) days' notice for two (2) consecutive personal days, and five (5) days' notice for three (3) consecutive personal days to be taken by the employee.

Exceptions to the above notice requirements shall be recognized in emergency situations subject to verification.

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X. BEREAVEMENT

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

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

It is understood and agreed that this bereavement leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) or five (5) days leave of absence (as stated above) consisting of three (3) or five (5) working days next following the day of death or the time of bereavement leave will be allowed to be taken within a ten (10) period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken on the designated days once the option is taken.

The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or five (5) days. However, it is understood that the hours not worked shall be used in computing overtime pay for hours worked in excess of thirty-five (35) in the

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workweek or any other pay.

If an employee is on vacation leave or sick leave and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.



XI. VACATIONS

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

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

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

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

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

The Employer and his delegated representative shall attempt to schedule work,

insofar as possible, to preclude changes in the vacation scheduling. All provisions of the New Jersey State Department of Personnel concerning emergencies, etc., shall be observed by both parties.

If an employee is ordered by the Prosecutor, or his designee, to cancel his/her scheduled vacation leave within ten (10) days of the scheduled leave, date, the employee will be reimbursed any monies lost (deposits, airline tickets, etc.) as a result of such cancellation. It is understood and agreed that the employee shall submit to the County a copy of deposits, ticket payments, etc.

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

Vacation schedules shall be submitted to the Prosecutor no later than April 1.

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XII. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

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

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

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

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

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



date of the Freeholder Resolution adopting same.

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

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

Accumulated Sick Time Payoff Upon Retirement - Employees covered under the terms of this agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation, one-half payment for every full day of earned and unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by Board of Chosen Freeholders authorizing same.

(R)
BJ

XIII. GRIEVANCE PROCEDURES

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

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

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

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

Step 2 If the grievance has not been settled, it shall be presented in writing by PBA #214 SOA representative to the Prosecutor or his designee in writing five (5) working days after the Chief's response is due. The Prosecutor or his designee shall respond to PBA #214 SOA representative in writing within five (5) working days.

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

Employee grievance shall be presented to the employer on forms prepared by the County. The grievance procedure as contained in this contract shall be strictly adhered to.



XIV. ARBITRATION

Only the Prosecutor or Union may decide to go and take a matter to arbitration. Either of these parties wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration, and request a list of arbitrators be furnished to the Employer and PBA #214 SOA. An employee may not take the case to arbitration. The Arbitrator shall hear the matter on the evidence, and within the meaning of this Agreement and upon such rules and regulations as may be in effect by the New Jersey State Department of Personnel which might be pertinent, and render his decision in writing, which shall be advisory. The cost of the Arbitrator's fee shall be shared by the Employer and PBA #214 SOA. Requests for transcripts of proceedings shall be paid by the party making the request. Time extensions may be mutually agreed to by the Employer and the employee.

Economic grievances that would affect an employee's income, hours, or economic fringe benefits may be submitted to binding arbitration. Non-economic grievances that concern an interpretation or application of specific and/or express language set forth in the Agreement may also be submitted to arbitration.

**XV. ADHERENCE TO NEW JERSEY STATE
DEPARTMENT OF PERSONNEL RULES**

The employer and PBA #214 SOA understand and agree that all rules and procedures promulgated by the New Jersey State Department of Personnel concerning any matter whatever shall be binding upon both parties.

R. J.

XVI. PROMOTIONS

Promotional positions shall be filled in accordance with New Jersey State Department of Personnel Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

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

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

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

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

XVII. PERSONNEL FILES

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

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

Unless required by the New Jersey State Department of Personnel Rules and/or regulations, any unfavorable, derogatory, or negative evaluations and warning notices will be deleted from the employees personnel file, providing there are no re-occurring incidents for a period of ten (10) years unless otherwise stated on the reprimand.

XVIII. MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto himself/herself without limitation, all powers, rights, duties and responsibilities conferred upon and vested in him/her prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States and the case law interpreting same.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be in accordance with the terms of this Agreement and limited only to the extent such terms hereof are in violation with the Constitution and Laws of New Jersey and the United States.

XIX. NO STRIKE OR LOCK-OUT

Neither PBA #214 SOA, any employee, or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike, or lockout. In the event that any employee violates the terms of the no strike clause, the Employer shall have the right discharge or otherwise discipline such employee.

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XX. DUES — CHECK OFF

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

Thereafter, the County will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the proceeding month for this purpose to the PBA #214 SOA Representative entitled to receive same.

The said PBA 214 SOA Representative shall be appointed by resolution of PBA #214 SOA and certified to the Employer by PBA #214 SOA.

Representation Fee in Lieu of Dues

If an employee covered by this Agreement does not become a member of PBA #214 SOA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to PBA #214 SOA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services by PBA #214 SOA as majority representative.

Prior to the beginning of each membership year, PBA #214 SOA will notify the County in writing of the amount of the regular membership dues charged by PBA #214 SOA to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) of that amount.

Once during each membership year covered in whole or in part by this Agreement, PBA #214 SOA will submit to the County a list of those employees who have not become members of PBA #214 SOA for the then current membership year.

The County will deduct from the salaries of such employees, in accordance with the first paragraph under Section entitled "Representation Fee in Lieu of Dues" , the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA #214 SOA.

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

Ten (10) days after receipt of the aforesaid list by the County; or

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

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to PBA #214 SOA will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to PBA #214 SOA.

PBA #214 SOA will notify the County in writing of any changes in the list provided for in the third paragraph under Section entitled "Representation Fee in Lieu of Dues" and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the county received said notice.



PBA #214 SOA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on PBA #214 SOA.

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XXI. OUT OF STATE ASSIGNMENTS

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

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

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

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

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

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

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

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

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

XXII. MILEAGE ALLOWANCE

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

XXIII. SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by the Legislative Act or any court of competent jurisdiction, or through government regulation or decrees, such decision shall not invalidate the entire Agreement; it being the expressed intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

In the event of such findings, the Employer and PBA #214 SOA will agree to meet within thirty (30) days to negotiate on the replacement of the Article Section.

XXIII(A). SAVINGS CLAUSE

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

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

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XXIV. COMPUTATION ERRORS

During the life of this contract, computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

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XXV. EMANATING POLICY

It is mutually further understood and agreed that any emanating County policy will become a part of this Agreement.

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XXVI. SNOW DAYS/OFFICE CLOSING

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

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



**XXVII. POLICY CONCERNING REPRESENTATION OF COUNTY
EMPLOYEES AND ATTORNEY FEE SCHEDULE**

The policy of the County is as follows:

1. All causes of actions or legal proceedings filed against a County employee arising out of or incidental to the performance of his/her duties shall be defended at the County's expense on the employee's behalf except for disciplinary actions or criminal proceedings instituted by the County against the employee.

2. All such causes of actions or legal proceedings filed shall be forwarded immediately upon receipt to the Office of County Counsel by the employee.

3. The Office of County Counsel shall provide a defense to any eligible aforementioned issues for the employee through one of the following:

- a. Assign a deputy or assistant county counsel to represent the employee; or
- b. Approve the retention of private counsel to represent the employee pursuant to #4 and #5 below.
- c. Assignment of counsel through the County's Self-Insurance Program.

4. The fee schedule for private counsel to represent a County employee at the County's expense is as follows:

- a. The current County rate for any and all aspects of cases in the Superior Court, Law or Chancery Division, Appellate Division, New Jersey Supreme Court, Federal District Court or the United States Court of Appeals.
- b. The current County rate for all Municipal Court work.

5. No private counsel will be paid unless County Counsel, with the concurrence of the Board, has authorized his/her services in writing prior to the performance of those services and private counsel has agreed in writing to perform



said. services in accordance with the fee schedule established in paragraph 4 above. Private counsel will, in its submission for final payment, advise as to the disposition of the case.

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

PJ
3/30

XXVIII. TUITION AID

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

(Handwritten initials)

XXIX. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2009 until December 31, 2012.

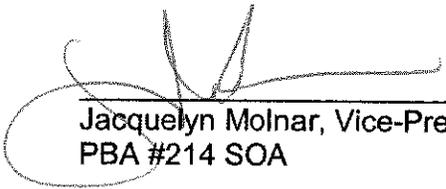
All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened by either party for the 2012 negotiations, upon notice in writing, at least sixty (60) days and no more than ninety (90) days prior to December 31, 2012.

PBA #214 SOA

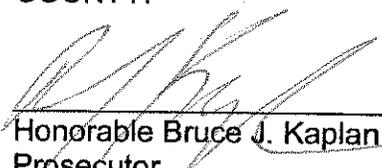


Kevin Morton, President
PBA #214 SOA



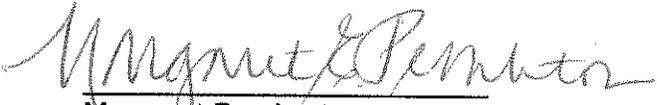
Jacquelyn Molnar, Vice-President
PBA #214 SOA

COUNTY:

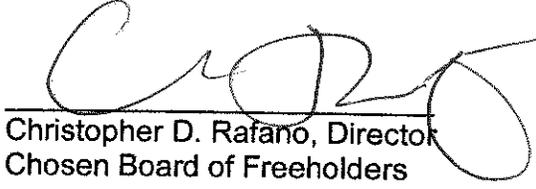


Honorable Bruce J. Kaplan
Prosecutor

ACKNOWLEDGED BY:

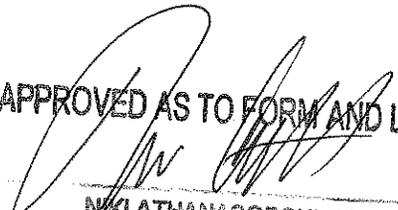


Margaret Pemberton
Clerk to the Board of Chosen Freeholders



Christopher D. Rafano, Director
Chosen Board of Freeholders

APPROVED AS TO FORM AND LEGALITY



NIKI ATHANASOPOULOS, ESQ.
DEPUTY COUNTY COUNSEL

~~Approved as to form and Legality:~~

~~_____
COUNTY COUNSEL~~

APPENDIX I

MEDICAL BENEFITS

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

reimbursement to any retiree will be for coverage equal to that and at the same terms and conditions which said retirees are receiving under the MCJIF.

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

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

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

APPENDIX II

	2009	1/1/10 (1%)	7/1/10 (1.5%)	1/1/11 (1%)	7/1/11 (1.5%)	1/1/12 (2%)
Sergeant	112,056	113,177	114,874	116,023	117,763	120,118
Sr. Sgt.	113,737	114,874	116,597	117,763	119,529	121,920
Lieutenant	128,864	130,153	132,105	133,426	135,427	138,136
Sr. Lt.	130,797	132,105	134,087	136,098	137,458	140,208
Captain	148,194	149,676	151,921	153,440	155,742	158,855
Sr. Capt.	150,417	151,921	154,200	155,742	158,078	161,238

CERTIFICATION

I declare to the best of my knowledge and belief that the attached document is a true electronic copy of the executed collective negotiations agreement.

Margaret E. Pemberton
Clerk of the Board
Board of Chosen Freeholders
County of Middlesex

Dated: 12/21/12