

AGREEMENT
BETWEEN
THE COUNTY OF UNION
and

PATROLMEN'S BENEVOLENT ASSOCIATION
UNION COUNTY CORRECTION OFFICERS
LOCAL NO. 199, INC.

JANUARY 1, 2005 THROUGH DECEMBER 31, 2009

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AGREEMENT

This Agreement made this 21ST day of MAY, 2007 between THE COUNTY OF UNION, hereinafter called "Employer" or "County" and PATROLMENS BENEVOLENT ASSOCIATION, UNION COUNTY CORRECTION OFFICERS, LOCAL NO. 199, INC., hereinafter called the "P.B.A."

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 P.B.A. as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc. as the exclusive representative for all correction officers below the rank of sergeant employed in the Union County Jail Facilities.

ARTICLE 2

PAYROLL DEDUCTION OF P.B.A. DUES AND REPRESENTATION FEE

Section 1. P.B.A. Dues.

A. The Employer agrees to deduct from the salary of each employee who is a member of the P.B.A. under this Agreement, dues for the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc., when authorized in writing to do so by each P.B.A.

member individual authorization forms shall be filed by the P.B.A. with the appropriate business office of the Employer.

B. The amount of monthly P.B.A. membership dues will be certified by the president of the P.B.A. in writing to the Employer and the amount so certified will be uniform, for all members of the P.B.A.

C. Any member may resign from the P.B.A. effective January 1st or July 1st, pursuant to and in accordance with the requirements of N.J.S.A. 52:14-15.9e. In the event the member fails to notify the Employer on January 1st or July 1st of any year to cease dues deductions, such deduction shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee in writing to the Employer and to the P.B.A.

D. In accordance with the applicable provisions of N.J.S.A. 52:14-15.9e, the rights and benefits herein set forth shall apply and be extended to the PBA (which is the duly certified majority representative) solely and exclusively and shall not be afforded to any other employee organization.

Section 2. **Representation Fee**

A. Effective thirty (30) days after the parties' ratification of the successor labor agreement, all eligible non-member employees of the bargaining unit will be required to pay to the P.B.A. as majority representative. Nothing herein shall be deemed to require any employee to become a member of the P.B.A. After verification by the Employer that an employee must pay the representation fee, the Employer will deduct the fee for all eligible employees in accordance with this Section.

The mechanics of the deduction of the representation fee and the transmission of such fee to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

The Employer shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this bargaining unit.

B. The representation fee in lieu of dues shall be available to the P.B.A. only if the procedures hereinafter are maintained by the P.B.A. Any non-union employee who pays a representation fee to the P.B.A. in lieu of dues shall have the right to demand and receive from the P.B.A. a return of any part of the representation fee paid by the employee which represents the employee's additional pro-rata share of expenditures by the P.B.A. that is either in aid of activities or causes of a partisan, Political or ideological nature only incidentally related to the term, and conditions of employment, or applied toward the cost of any other benefit available only to members of the P.B.A.

The employee shall be entitled to a review of the amount of the representation fee by requesting the P.B.A. to substantiate the amount charged for the representation fee. This review shall be accorded in conformity with the internal steps and procedures established by the P.B.A. and contained in paragraph C of this Article.

The P.B.A. shall submit a copy of the review system to the County. The deduction of the representation fee shall be available only if the P.B.A. establishes and maintains this review system. Pursuant to N.J.S.A. 34:13A-5-5, the P.B.A. shall be entitled to a representation fee in lieu of dues in the amount not to exceed eighty-five percent (85%) of the regular membership dues, fees and assessments of the P.B.A.

C. Any individual making a claim for a return of any part of his representation fee shall file such a claim in writing by certified mail return receipt requested to the president of P.B.A. Local 199, P.O. Box 204, Roselle Park, New Jersey 07204. The claim shall be referred to the P.B.A.'s Executive Board, or subcommittee thereof, which shall hold a hearing on such claims. At such hearing, the P.B.A.'s Executive Board, or subcommittee thereof, shall receive evidence pertaining to expenditures by the P.B.A. to which the employee objects or which are deemed to be an aid of activities or causes of a partisan, political or ideological nature. The amount subject to refund shall not, however, reflect the cost of supporting lobbying activities designed to foster the P.B.A.'s objectives in collective bargaining negotiations and contract administration which secure for employees represented by the P.B.A. advantages in wages, hours, terms and conditions of employment in addition to those secured through collective negotiations with the County.

The P.B.A. shall provide advance written notice of the amount of the fair share fee assessment to the Public Employment Relations Commission, the Employer and to all employees in the bargaining unit. Any challenge by an employee to an assessment shall be in writing to the Public Employment Relations Commission, the County and the P.B.A. within thirty (30) days after receipt of written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the P.B.A.

In the event that the employee is dissatisfied with the decision of the P.B.A. Executive Board, or the subcommittee thereof, the employee shall have the right to file for an appeal to the board consisting of three (3) members appointed by the Governor pursuant to N.J.S.A. 34:13A-5.4 and pursuant to the rules and regulations as promulgated by the Public Employment Relations Commission.

Section 3.

Authorization for the deduction of P.B.A. membership dues or the deduction of the representation fee in lieu of membership dues shall be terminated automatically when an employee is removed from employment. 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 collect funds from his/her salary in accordance with the payroll deduction program agreed upon by the parties under this Article.

Section 4.

The P.B.A. shall indemnify, defend and save the County of Union harmless against any and all claims demands suits or other forms of liability that shall arise out of or by reason of the action taken or not taken by the County of Union under this Article or in reliance upon information furnished to the County by the P.B.A. or its representatives under this Article.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1.

The P.B.A. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the Signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

Section 2.

The Administration may fill the following posts with non-bargaining unit employees:

1. Classification - three (3) posts
2. Laundry/Rover - one (1) post
3. Maintenance - two (2) posts: The parties agree that these posts will no longer be preferential posts will be titled "Maintenance/SA."
4. Money Officer - one (1) post
5. Overtime Caller - three (3) posts

Officers currently in these posts will be assigned to security posts pursuant to current contract language.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1.

Upon written advance request, an employee shall be given the opportunity to review and examine pertinent non-confidential documents including those related to performance evaluation and conduct in his/her personnel file or in any permanent supplementary file. The Employer shall honor an employee's written request for copies of such documents in the file. Any review and examination shall take place in the presence of an appropriate official of the division or department in question. The employee may file a written response of reasonable length to any document in the aforesaid file which is derogatory or adverse to the employee, and the response will be included in the personnel file or permanent supplementary file. The employee shall be given a copy of any derogatory or adverse

material which is placed in the employee's Personnel file. The Employee shall sign a receipt for such material.

Section 2.

No employee shall be disciplined except for just cause. Discipline shall be progressive in nature and corrective intent.

Section 3. 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 an officer shall be at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Director or his/her designee.
3. The officer will be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the officer of the allegations should be provided. If it is known that the officer is being interrogated as a witness only, he/she should be so informed at the initial contact.
4. The questioning will be reasonable in length. Fifteen (15) minutes time will be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. The officer will not be subject to any offensive language, or threatened with transfer, dismissal or other disciplinary punishment. No promise of reward will be made as an inducement to answering questions.
6. At every stage of the proceedings, the Jail Administration will afford an officer, if requested, the opportunity to consult with counsel and/or his/her PBA representative prior to being

questioned concerning a violation of the rules and regulations. However, such request will not delay the interrogation beyond two (2) hour for consultation with the Officer's PBA representative, unless an emergency exists.

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/her right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Administration or its officers the ability to conduct the routine and daily operations of the Union County Jail.
9. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.
10. Under no circumstances 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.
11. A targeted Officer shall be notified of the findings and investigation results in writing within fifteen (15) calendar days of the conclusion of the Internal Affairs investigation.
12. When an Officer is involved in a critical incident, he/she shall be immediately removed from the area or as soon thereafter as possible if he/she requests medical treatment or evaluation.

Section 4.

Effective January 1, 2000, the Administration agrees to expunge minor disciplinary matters from an officer's personnel files as follows:

- A. After two (2) years, minor discipline will not be considered for progressive discipline;
- B. After five (5) years minor discipline won't be considered for promotions.

ARTICLE 5

NO STRIKE

Section 1.

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

Section 2.

The P.B.A. will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

Section 3.

No lockout of employees shall be instituted or supported by the County of Union during the term of this contract period.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other condition of employment. Any matter which is the proper subject of a grievance may be submitted to arbitration in accordance with the provisions of this Article of the Agreement if it is not resolved through the grievance procedure, except matters involving disciplinary action which shall be subject to the grievance arbitration procedure

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of this Agreement or to the Department of Personnel Rules and Regulations whichever procedure is applicable.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances. Any grievance shall be initiated at the lowest level where the relief requested by the grievant can be rendered. The procedures to be followed are as set forth herein:

Step 1. An employee with a grievance shall first discuss it with the designee of the Director of the Division of Correctional Services either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally. A grievance must be presented at Step 1 within seven (7) working days of the occurrence of the condition giving rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 1, the grievance may be filed in writing with the Director of the Division of Correctional Services. The Union will make a reasonable effort to include in the written grievance a brief statement of the facts that constitute the grievance. A hearing or if mutually agreed upon, a meeting on the grievance shall be held between the Director of the Division of Correctional Services or his/her designee and the aggrieved party and the P.B.A.'s designated representative within five (5) working days after it has been presented. The Director of the Division of Correctional Services or his/her

designee will render a decision in writing within five (5) working days after the meeting or hearing is held.

Step 3. If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five (5) working days after the hearing or meeting at Step 2, the aggrieved party may file the grievance with the County Manager or his/her designee. A hearing, or if mutually agreed upon, a meeting on the grievance shall be held between the grievant, the designated representative(s) of the PBA and the County Manager or his/her designee within ten (10) working days of the filing at Step 3, and the County Manager or his/her designee will render a decision in writing within ten (10) working days after the hearing or meeting.

Step 4. **Arbitration**

If the grievance is not satisfactorily resolved in Step 3 and does not involve a matter which is subject to Department of Personnel review, and if the Executive Board of the P.B.A. determines that the grievance as filed is meritorious, then the P.B.A. may request arbitration in writing within ten (10) working days after receipt of the decision of the County Manager or within ten (10) working days from the date the County Manager's decision should have been given, whichever is sooner. The PBA may file a written request for arbitration with the Public Employment Relations Commission at 495 West State Street, Trenton, New Jersey.

Section 3.

The expense of filing for arbitration shall be borne by the party filing the request. After the arbitrator has been selected, the fees and expenses of the arbitrator shall be borne equally by the parties, except that the party canceling a hearing or withdrawing an arbitration proceeding shall pay the full cost

of any cancellation or withdrawal charge. All other expenses of arbitration shall be borne by the party incurring such expense.

Section 4.

The total cost of stenographers' records which may be made and transcripts thereof shall be paid by the party ordering the same, except that the other party shall pay for the cost of any copy or copies of transcripts which it may request.

Section 5.

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 6.

The arbitrator will be required to issue his/her decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing and will set forth findings of fact, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

Section 7.

The time limits specified in the grievance and arbitration procedure shall be construed as maximum. Failure to comply with the time limits specified in this Article will result in a waiver and abandonment of the grievance. The time periods set for this Article may only be extended by mutual written agreement.

Section 8.

Any employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the P.B.A. When an employee is not

represented by the P.B.A., the P.B.A. shall have the right to be present and state its views at all stages of the grievance procedure.

Section 9.

Any time lost by a grievant in the arbitration procedure shall not be compensated by the Employer.

ARTICLE 7

HOURS OF WORK

Section 1.

The number of hours in the workday and workweek for each job classification within the unit shall be eight (8) hours per day and forty (40) hours per week.

Section 2.

Each officer shall be assigned a normal workweek of forty (40) hours of five (5) consecutive days on and two (2) consecutive days off.

Section 3.

Effective January 1, 1997, the starting time will include a ten minute line-up before the shift and a ten-minute line up after the shift paid at straight time wages. Shifts shall commence as follows 7:50 a.m. to 3:50 p.m.; 3:50 p.m. to 11:50 p.m.; 11:50 p.m. to 7:50 a.m. starting times inclusive of muster (lineup) are as follows: 7:40 a.m. to 4:00 p.m.; 3:40 p.m. to 12:00 Midnight; 11:40 p.m. to 8:00 a.m.

Section 4.

Effective August 1, 2000, all employees will be required to complete forty (40) hours of training annually. A training day consists of a single eight (8) hour day or any portion thereof. The forty (40) hours will be used for training purposes only and will not be used to cover overtime assignments.

Training will not be conducted at an officer's work station unless the training relates to equipment or procedures specifically related to the post and require that the officer be trained at the work station site. The Administration will make every effort to schedule training on an Officer's regular work day. The Administration has the sole right to determine what constitutes training.

Section 5.

Effective January 1, 2007, Officers who are late in a twelve (12) month period (January 1 through December 31), shall be subject to the following discipline:

| | |
|--|------------------|
| 4 in the defined twelve (12) month period | no discipline |
| 5 in the defined twelve (12) month period | Notice |
| 6 unexcused* in the defined twelve (12) month period | Counseling |
| 7 unexcused* in the defined twelve (12) month period | Written Warning |
| 8 unexcused* in the defined twelve (12) month period | 2 day suspension |

*** The excuse must be acceptable to the Director or his/her designee.**

The foregoing shall apply to "late callouts" as defined by current policy.

ARTICLE 8

SALARIES

Section 1.

Salaries shall be adjusted in accordance with the salary guide set forth in Exhibit A attached hereto.

Bargaining Unit employees who retired between January 1, 2005 and the effective date of this contract shall be entitled to retroactive pay. Bargaining unit employees who are on leaves of absence without pay shall receive pro-rata retroactivity upon return to active service. The principal that

bargaining unit employees whose employment is terminated for any reason other than retirement prior to the effective date of this Agreement shall not be entitled to retroactive pay is preserved except to the extent modified for this contract by side letter of agreement between the parties.

Section 2. Adjustments in Rates of Pay:

- A. Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into. No new employee shall receive an increment unless or until he/she has completed the working test period as defined by Department of Personnel Rules and Regulations.
- B. Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1 and June 30, shall receive their salary increments as of January 1.
- C. Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31 shall receive their salary increments as of July 1.

Section 3. Senior Officer

Effective January 1, 2000, the position of Senior Officer will be compensated as follows:

- (a) Employees starting their tenth (10th) year of service as a Correction Officer for Union County will receive a Senior Officer stipend of \$1365 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate. Effective in 2000 only,

correction officers starting their ninth (9th) year of service also will receive the Senior Officer stipend of \$1365. Thereafter, correction officers with less than eight (8) completed years of service will be required to wait until the start of their tenth (10th) year to receive the Senior Officer stipend.

(b) Employees starting their fifteenth (15th) year of service as a Correction Officer for Union County will receive a Senior Officer stipend of \$2365 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.

(c) Employees starting their twentieth (20th) year of service as a Correction Officer for Union County will receive a Senior Officer stipend of \$2865 per annum, which will be added to base salary and will be compounded by any percentage increases applied to the base rate.

Section 4. Internal Affairs Department

Effective January 1, 2000, officers assigned to the Internal Affairs Department will receive a \$1500.00 stipend, which will not be added to base salary.

Section 5. Special Operations Unit

Effective January 1, 2007, all members of the Special Operations Unit (“SOU”) shall be paid an annual stipend of \$250.00.

Section 6.

Paychecks will be distributed on a bi-weekly basis (e.g., every two (2) weeks) and employees will be provided with a “direct deposit” option and will execute all forms necessary to effectuate that option.

ARTICLE 9

EQUAL EMPLOYMENT

The Employer and the P.B.A. 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 10

LEGAL AID

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. Union County Correction Officers shall receive the same rights and privileges set forth in applicable Civil Service Rules and Regulations and in N.J.S.A. 40A:14-117 as these provisions have been made applicable to Correction Officers in Union County consistent with the present practice for reimbursement.

ARTICLE 11

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

The Employer shall provide personal injury, false arrest and liability insurance coverage for all employees.

Section 2.

Effective in 1997, the Employer will provide the P.B.A. the means to create an insurance development fund (hereinafter the "Fund"). The purpose of the Fund shall be to reimburse (as

hereinafter set forth) bargaining unit employee(s) represented by the PBA [hereinafter "employee(s)"] and employed by the County as Corrections Officers 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 11 of the collective negotiations agreement between the parties.
2. Disability Insurance.
3. Health Insurance.
4. Other types of employment related insurance.

The County agrees to provide one hundred and thirty-five (\$135.00) dollars per employee to the P.B.A. for the purpose of creating the Fund. Such payment shall be in a lump sum and shall be made on or before January 10th of each year. Effective and retroactive to January 1, 2006, the County agrees to increase the amount paid per employee to the P.B.A. for the purpose of creating the Fund to one hundred and fifty (\$150.00) dollars per employee.

The lump sum payment shall be transmitted to a designated official of the PBA by check which shall be issued separate and apart from all checks currently transmitted to the PBA for Union Dues Deductions, as provided in Article 2 of the parties' collective negotiations agreement. The County's lump sum payment shall be deposited by the PBA in a separate insured bank checking account maintained in the name of the Fund. The PBA shall submit to the County Finance Department the name

and address of the banking institution where the account is established and maintained, the account number and shall further provide the Finance Department with a monthly copy of the statement of account transactions received from said banking institution.

The PBA agrees to indemnify and to hold the County 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 County to the PBA and/or for the PBA's operation, administration or payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The PBA shall assume full responsibility for the Fund's operation, administration and disbursement of Fund monies.

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

An employee is entitled to reimbursement from the Fund for the purchase of the above stated insurance coverage up to a maximum of \$150.00 per annum, provided that the employee first submits to the PBA for verification a true copy of the insurance policy or policies purchased together with a paid invoice therefor. The Recording Secretary of the PBA will be authorized to certify the above documentation for all members in accordance with the PBA by-laws and transmit same to the County.

The PBA further agrees that it will provide the County 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 therefor;
- (3) A statement of all disbursements made by the Fund and the reasons therefor; and,
- (4) A statement of the reconciled account of the Fund.

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

The PBA's failure to comply with the foregoing terms shall result in an immediate breach of this Side-Bar Agreement and the County's obligation to transmit any payment pursuant to this Side-Bar Agreement shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the County.

ARTICLE 12

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. Neither the P.B.A. nor any of its agents, shall intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE 13

SENIORITY

Section 1.

For the purposes of this Article, seniority shall be defined as the length of the employee's uninterrupted service in the Union County Jail facilities, including sick leave, military leave and other leaves of absence which do not exceed one year.

Section 2.

The County of Union agrees to provide the P.B.A. with an accurate up to date Union County jail seniority list and personnel roster containing the names, addresses, telephone numbers, date of hire, date of certification and date made permanent. The County shall provide the above list with all updates at least once per year unless an up-to-date version is made sooner.

Section 3.

Seniority shall be the basis upon which employees shall select vacation schedules, shifts, posts, days off and overtime except in circumstances where the granting of the above will interfere with the efficient operation of the Union County Jail facilities.

Section 4. Preferential Positions.

Preferential positions as set forth herein are predetermined to have weekends off on all three shifts and will be posted for bid, when the selection of new shifts, vacations, days off, posts and schedule are up for bid prior to the start of the new year, and seniority will be considered as a major factor for these for these assignments. The final authority for filling these assignments, however, remains with the Employer.

The preferential positions are designated as follows:

1. Laundry
2. Releasing Security
3. Gate 1 or its equivalent
4. Bridge Court liaison
5. State Parole job
6. Work Release
7. Jail Elevator
8. Front security
9. Classification – 1

Section 5. Shift Selections and Schedule.

The general procedures applicable to shift selections and schedules, subject to modifications that may be required due to operational needs of the institution, and the legal obligation to negotiate with respect to making new rules or modification of existing rules that affect terms and conditions of employment, are as follows:

(a) All positions or posts that are eligible for bidding shall be offered to all officers starting from the top of the seniority list and going to the bottom of the seniority list consistent with the established criteria where designated for specified positions or post.

(b) Male and female officers will pick their posts by seniority. The only exceptions will be those designated gender specific posts where strip searching will be routinely conducted.

(c) All picks will be scheduled on a yearly basis, starting the third full week of November.

The new schedule will take effect the second Monday in January.

(d) [Mini Pick] When an opening occurs for any reason except for renovations of posts, the next officer in seniority will be offered the opening and so forth down the seniority list. Management can also fill such temporary opening with overtime or the pool officer if the opening is for a short period of time, herein defined as not to exceed 3 months unless such time is extended by mutual agreement of the parties.

(e) Administrative Assignment to temporary posts shall not exceed 6 months. If the post remains permanent after 6 months, or regularly recurs for periods of less than a full year, it shall become subject to bid under the bidding procedures set forth herein.

(f) When an opening occurs on a temporary basis due to vacation, work related injury, training, suspension and sick leave, the pool officers will be utilized.

(g) Training will be given for any post which requires special skills.

(h) Management will distribute a notice that informs all officers when the picks will start. The notice will explain where, when and what time all officers are expected to call in. The notice will be attached to all officers' checks. All officers must sign for the notice and their checks. The notice will come out no later than 10 days from the date which the bidding will start. All officers will be given a reasonable amount of time to pick their shift, days off, post and vacations. The progress of the picks will be posted on a daily basis and all officers will cooperate to expedite and implement the new schedule. Correction officers who fail to call as scheduled will be skipped, until said correction officer contacts the scheduling unit at which time the officer shall pick from those posts available.

Section 6. Vacation/Shift Schedules

(a) Based on current schedule needs there may be a total of not more than twenty officers, exclusive of posts that are not regularly replaced, on vacation or personal time per day. All officers must

take a minimum of ten vacation days consisting of at least one block of 5 vacation days. All officers will pick their block(s) of 5 vacation days first. Upon completion of 5 vacation day blocks, single vacation days will then be offered a seniority basis.

(b) Those females working gender restricted areas will pick vacations first in order to fully utilize the maximum designated vacation slots. A maximum of 3 slots will be offered in order to fill those slots when officers are on vacation in that area. Two blocks of 5 and one slot for single vacation or personal days will be offered.

Section 7. Shift Picks, Days off and Posts

Posts and positions will be filled in the following manner, subject to modifications that may be required due to operational needs of the institution and the legal obligation to negotiate with respect to making new rules and modification of existing rules that affect terms and conditions of employment. The President of the P.B.A. or a designee of the President shall be permitted. to monitor the shift selection process that is conducted by management through its designees in accordance with current practice.

A. Administrative Positions

- (1) Management shall assign administrative positions and the assignment shall include predetermined days off. Administrative positions include:

Training (2)
Classification/Parole (1)
Classification/State/Fed Liaison (1)
P/P (1)
Grievance Coordinator (1)
I.A. (4)
Community Service (2)
Utility (2)
Fire/Security
Key/Tool Control (2)

- (2) An officer assigned to an administrative position will not pick during shift picks. If officers are taken out of administrative positions, they will have the opportunity to get the position from the officer replacing them or may take the pool officer's position according to their seniority.

B. Posts With Days Off Predetermined by Management

- (1) On each shift, management has assigned predetermined days off for certain posts and areas for the consistent and orderly running of that post or area.
- (2) If training is required, it will begin immediately on the shift chosen through the regular pick and normally will continue for a period of up to three (3) weeks.
- (3) Management may reassign an officer from a post subject to the grievance procedure which will be expedited upon request by the Union. If a grievance is filed concerning the reassignment, such reassignment shall not take place

prior to completion of grievance process unless the reassignment is necessary to maintain the health, safety, or order of the facility or as otherwise may be authorized by the Administrative Code. An officer removed from an assigned position as described herein shall be placed in the schedule of the replacing officer or shall have the option of going into the pool officers' position according to seniority.

C. S/A Officers

- (1) Will have predetermined days off and based upon current schedule needs there will be 2 S/A officers in each Jail on the 8-4 and 4-12 shift and 1 S/A officer on the 12-8 shift. Overtime will be called in order to meet the minimum staffing requirements, as determined by the Jail Administration.
- (2) The S/A officer's job duties will be determined by the supervisor on that shift in each facility. The job duties shall consist of relieving officers on break, extra security, work details and shake down, etc.

D. Pool Officer

- (1) Based on scheduling needs, there will be a maximum of 20 Pool officers.
- (2) Pool officers will be utilized on the schedule on an as needed basis and particularly to fill openings for officers on vacation, in training etc.
- (3) Need will be determined by the scheduling unit when making out the schedule for the following week.
- (4) The pool officers will be utilized when an opening exists for 5 or more days on a temporary basis.

- (5) The pool officer's job assignments will be based on seniority within the pool.
- (6) Those pool officers not assigned to a job will have 2 consecutive days off during their work week.
- (7) If an opening exists and cannot be filled by the pool officers, the opening will be filled by the last pool officer that was offered that position.

E. Regular Posts

- (1) Every officer will pick a shift, a set of days off and a post or job that is available to them by seniority.
- (2) By seniority officers shall pick one post as a five days block, in conjunction with his/her days off.
- (3) There will be no overlapping days off on multi-person posts unless noted on schedule.
- (4) Eligibility for the post of booking and releasing requires compliance with the following criteria:
 - (a) Minimum of two (2) years service in the Division of Corrections;
 - (b) COTA trained; and
 - (c) Successful completion of a minimum of 20 work days of on the job training.
- (5) Eligibility for the post of scheduling unit requires compliance with the following criteria:
 - (1) Minimum of four years service in Division of Corrections for non-relieving scheduling officer and three years service for relieving scheduling officer.

F. Relief Officers

- (1) A relief officer's primary function is to work the days off and post of an officer who picked one post five days a week.
- (2) Depending on the relief officer's days off, selections of posts will be limited in order to have relief officers work four days on one post, consisting of four and one.
- (3) Primarily four and one will be the rule, except for those areas where that rule does not apply.
- (4) The 12-8 shift will consist of two, two and one.
- (5) Relief Officers shall pick posts that are available to them, by seniority following the rules above.
- (6) A relief officer shall be assigned to a steady shift.

ARTICLE 14

OVERTIME

Section 1.

The Employer agrees to commit itself to process overtime checks as soon as possible within reason, and in any event, such checks shall be received by the employee every two (2) weeks.

Section 2.

Overtime must be authorized and approved by the Employer and shall be awarded on a rotating seniority basis to employees who possess the required ability, skills and training to perform the overtime assignment as herein set forth:

A. Projected overtime shall first be offered to the employees whose names appear at the top of the overtime seniority list. Upon being offered an overtime assignment, consisting of the day, shift, post assignment and facility involved the employee's name shall go to the bottom of the list regardless of whether or not the officer works the overtime assignment. In order for an officer to be eligible for projected overtime, the officer must:

- (1) Not be scheduled for vacation the day the overtime will be worked;
- (2) Be scheduled to work and work a regular shift of eight hours after returning from sick leave and prior to working the overtime in cases where the officer has established a pattern of calling off, sick in conjunction with days off; except where such officer produces Doctor's note to support sickness; and,
- (3) Be personally contacted on the date that the overtime is called.

B. Non projected overtime will be filled as follows:

If there is sufficient time for the Shift Commander or Scheduling Supervisor to use the overtime seniority list, the Commander or Supervisor shall:

- (1) Begin with the first officer eligible in normal rotation;
- (2) continue in normal rotation until either all posts are filled or all names are exhausted;
- (3) If the overtime is not filled and there is less than one (1) hour prior to the start of the next shift then he/she will contact the next 5 persons eligible on the list.

If the overtime is still not filled, then he/she will seek a volunteer. If there is no volunteer, then he/she will assign someone on his/her shift from a rotational reverse seniority forced

overtime list. Officers refusing forced overtime will be subject to progressive discipline in accordance with the Division's existing overtime policy as of February 21, 2006.

C. Documentation. All procedures regarding the calling of overtime will be documented on an incident report to include the Officers' name, disposition, dates worked, shifts and Posts. The names of the officers working the overtime, the number of hours to be worked and the reasons will be placed on the overtime sheet. The name of the officer working the overtime will be placed on the schedule in the appropriate slot where the overtime is being worked.

D. The Employer agrees that overtime consisting of time and (1-1/2) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work per week or the number of hours of work regularly scheduled per week, whichever is greater; provided, however, the fifth (5th) day sick leave policy heretofore in effect shall be modified so that the County may require proof of illness of an employee on sick leave. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in volunteer training programs shall not be considered part of the work day and shall not be compensated.

E. If an employee works less than thirty (30) minutes beyond his or her regular scheduled shift because a replacement is late, he or she shall receive straight time and not overtime for such work, and the employee reporting late shall receive an appropriate deduction from his or her pay. If an employee works beyond thirty (30) minutes after his or her regular scheduled shift irrespective of the cause he or she will receive time and one-half (1/-½) of his or her regular rate of pay for all time worked beyond the regular shift. Effective 01/01/97, thirty (30) minutes shall be changed to twenty (20) minutes provided "muster time" is implemented at that time.

F. If an officer accepts a partial overtime shift lasting less than 6 hours, such assignment shall not affect the officer's position on the regular rotational overtime list. If an officer accepts or works a partial overtime shift of 6 hours or more, the officer will be charged with an overtime acceptance.

G. If an officer is off for three (3) days or less due to a vacation, personal or compensation days the officer will not be eligible for an overtime assignment on those days and will not be charged an overtime acceptance if the officer is inadvertently called for overtime.

H. If an officer is off for more than three days for any reason other than sick leave, the officer will be removed from the overtime seniority list for the duration of such period. It is the responsibility of the officer to contact the appropriate people at the facility (i.e. shift commander and scheduling supervisor or scheduling officer) to be properly reinstated on the overtime seniority list.

I. An officer who has a scheduled doctor's appointment resulting from a work related injury during the time of an offered overtime, will not be charged with an overtime acceptance.

J. Any official of this Local or a shift representative attending a P.B.A. function will not be charged with an overtime acceptance if such official or shift representative is offered a shift during the time when such function is being held.

K. Except in cases of emergency, there shall be no forced overtime on the last tour preceding an officer's first day off on the 2400 to 0800 tour.

L. An officer on suspension three (3) days or less cannot work overtime while on suspension but can accept projected overtime on days when the officer is not on suspension.

M. An officer who is off duty due to a death in the family will not have his/her name removed from the rotational overtime seniority list and will not be charged with an overtime acceptance

if called during this period. If an officer requests and is granted more than the contractually provided time off for death in the family, such officer will be removed from the overtime seniority list, and it shall be that officer's responsibility to contact the appropriate people at the facility to be properly reinstated on the list.

N. There will be only one (1) paper list.

O. There will be no dropping down or filling openings of other overtime slots, except under special conditions and as approved by the shift commander. The action will be properly documented by the shift commander listing the officer's name plus the date and reason for such action.

P. An officer who accepts an overtime assignment on a specific post can switch with any other officer with the approval of the Shift Commander. Such approval may be granted for requested exchanges where both officers are willing to switch straight time posts or both are willing to switch overtime posts or both are willing to switch an overtime post for a straight time post on the same shift. All officers switching must complete a switching slip. The slip requires signatures from both officers and the approval of the supervisor. The slips will be kept and accounted for by the scheduling unit.

An officer may also request an upgrade in which case the scheduling unit will offer the officer's post with other open posts and if the officer's post is selected that officer may then pick an open post. An officer will be called to work overtime and given a choice of posts. Thereafter, the officer either accepts or declines. There will be no call-backs or stand-bys. A senior officer may be upgraded to an open post when volunteers are needed to fill the next shift and volunteers will be offered the remaining posts. Specialized posts can only be filled with qualified officers and if a specialized post is open and no qualified officer is on the board, then a qualified officer working the shift may be upgraded to specialized post. Any such switching and upgrading and all documentation relating thereto must be

accomplished at the beginning of the shift or during the muster whichever is applicable. The shift commander may reassign an officer on overtime from the specific post assigned to another position provided such reassignment is not arbitrary and where the efficient operation of the facility is involved. This right of reassignment shall be administered with the following guidelines which shall be documented on an official jail report:

1. Filling of the open post shall first be attempted by calling in seniority rotation.
2. If no officer accepts the post, the junior qualified officer on straight time shall be reassigned.
3. If there is no officer on straight time qualified to work the post, then the junior qualified officer on overtime will be reassigned.

Q. Grievances concerning the scheduling of overtime shall be submitted directly to expedited arbitration. The arbitrator shall have the authority to issue “bench” decisions that are binding on the parties.

R. An officer may use a beeper number, car telephone number and residence number for the purpose of receiving overtime or emergency calls.

S. An officer cannot be forced to work a double shift on a regularly scheduled day off unless a state of emergency exists which shall be properly documented.

T. If overtime is called and no post is filled, all those refusing overtime and thereby helping to short the shift will have their tag turned down.

U. All openings of four hours or more will be filled by overtime consistent with the current overtime scheduling needs. This does not preclude a shift supervisor from filling an opening for less

than four hours if the situation warrants it. Management will determine the scheduling needs to insure the safety, security and orderly running of both correctional facilities.

V. Procedures For Volunteering For An Eight Hour Shift Of Overtime.

1. Eligibility

- (a) All officers that have their tags up will be afforded the opportunity to volunteer first by seniority.
- (2) If there is no officer up that elects to volunteer, then an officer that is not up, will be given the opportunity to select an overtime by seniority off of a volunteer list.
- (3) To be considered for a volunteer off of a volunteer list, it will be the responsibility of any officer who wants to work the next shift to call the overtime caller and inform him by no later than 2:00 P.M.- on the day shift, 10:00 P.M.- on the 4-12 shift and 6:00 A.M.- on the 12-8 shift.

2. Volunteer List:

- (1) Every Monday morning a volunteer list will be compiled with every officer up by seniority. This list will be utilized through the week. The last caller to utilize the existing list will be the Sunday 12-8 caller who will use it for volunteers needed on the 8-4 shift
- (2) An officer who receives an overtime off of the volunteer list will be flipped and his/her name will be taken off of the volunteer list and remain so through the week.
- (3) In the event that no officer up on the volunteer list elects to volunteer, then an officer who wants to work but who has been flipped off the volunteer list will be given the opportunity to select an overtime.
- (4) In the event that a post is open that requires special training and no officer is up on the volunteer list that is qualified, but there are officers who are up and want to work, the caller is to try to find someone on the schedule for that shift that is qualified and the caller will request that officer to fill the specialized post. If this can be done, then the spot which opens will be offered to the next officer up on the volunteer list.

W. Procedures For Volunteering For Less Than Six Hours of Overtime.

1. Eligibility

- (1) If there is no officer up that elects to volunteer, then an officer that is not up will be given the opportunity select a partial shift by seniority off of a volunteer list.
- (2) To be considered for a volunteer of a partial shift, less then 6 hours, it will be the responsibility of the officer wishing to work to call the overtime caller no later than 9:00.A.M. on the day shift, 5:00 P.M. on the 4-12 shift and 1:00 A.M. on the 12-8 shift.

2. Volunteer List

- (1) Every Monday morning a volunteer list will be compiled with every officer up by seniority. This list will be utilized through the week. The last caller to utilize the existing list will be the Sunday 12-8 caller for volunteers needed on the 12-8 shift Sunday night.
- (2) An officer who receives an overtime off of the volunteer list will then be flipped off of the volunteer list and remain so through the week.
- (3) In the event that no officer up on the volunteer list elects to volunteer, then an officer who wants to work but has been flipped off the volunteer list will be given the opportunity to select an overtime.

X. Procedures For Calling Off

When officers call off just minutes before they are required to, the following procedures will be followed:

The overtime caller must call five (5) names off of the eligible overtime list before giving it up for volunteers. The overtime caller may call after the hour in order to complete calling five names off the eligible overtime list. Any officer called after the hour who thinks that he/she may be late, must inform the overtime caller so that he/she can notify the shift commander so the officer is not marked late. Any officer coming in late in order not to be marked late must report no later than one (1) hour from the time

that he/she was contacted. The overtime caller must document the time the officer was contacted if after the hour.

In order to prevent this procedure from being activated, all officers are encouraged to call off of their regular shift or their overtime shift one hour and fifteen minutes before their shift begins.

Y. Officers can accumulate up to thirty-two (32) hours of compensatory time.

Z. An officer shall be credited with a forced overtime if he remains at least 2 hours and the post is able to be filled by the scheduling department.

ARTICLE 15

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

(a) One (1) day after four (4) months of employment.

(b) One (1) additional day after eight (8) months of employment.

- (c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period or regular scheduled days off except under extraordinary circumstances.

Section 3.

Leave days, as provided herein, must be used in a one year period and shall not accumulate from year to year.

Section 4.

The parties agree that officers may use their sick, vacation, personal business and religious leave and/or substitute (due days) time (hereinafter collectively referred to as "Personal Leave"), as provided in this Article as well as Articles 19 and 16 of the Agreement, respectively, in quarter (1/4)-day increments (referred to hereinafter as "Quarter-Days"), subject to the following limitations:

A. To the extent officers have accumulated and unused Personal Leave, officers may utilize a maximum of eight (8) Quarter-Days in each year.

B. Officers may utilize Quarter-Days in the beginning of their respective shifts provided they make application for use of such time stating the reason for the requested leave as far in advance as possible, but in no case later than forty-eight (48) hours prior to the commencement of the employee's requested leave. As in Section 1 of this Article, the request by the employee shall be directed to the Department Head. The leave may only be taken if the Department Head approves and grants said leave, in his/her sole discretion, and if the applicant demonstrates that the business purpose of the requested leave could not be scheduled before or after working hours. Such request may also be denied when

granting the leave would cause the County to exceed the maximum number of officers allowed off from work per this Agreement and thereby necessitate calling in another employee for overtime.

C. For purposes of this Agreement, the year will run July 1st to June 30th.

The PBA agrees that Policy 03.10 will apply to absences on scheduled work days during holidays and that the County will reissue Policy 03.10 modified to remove the holiday exclusion presently appearing at Subsection L.3.b of said Policy. Any officer who cannot work due to an illness on a holiday will be charged with a "sick occurrence" but will not be charged with a "sick day." The officer will be responsible for all other requirements set forth in Policy 03.10.

The parties agree that the maximum number of officers permitted during any work day to utilize vacation, personal business and religious leave and/or compensatory due days will be seventeen (17). From Memorial Day to Labor Day, inclusive, the parties agree that the maximum number of officers permitted to be absent due to vacation and/or personal business and religious leave will be twenty (20). From Memorial Day to Labor only, the parties agree that three additional officers will be permitted to be absent due to the use of compensatory time. Pursuant to past practice, any officers desiring to be absent from work beyond this number will be required to utilize a sick day and will be subject to the requirements of Policy 03.10.

ARTICLE 16

VACATIONS

Section 1.

Employees, with the approval of the Department Head, which shall not be unreasonably withheld, shall be entitled to exchange with other employees their scheduled vacations or portions thereof provided such request is made in advance in writing.

Section 2.

Vacation Eligibility:

- (1) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- (2) Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.
- (3) Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
- (4) Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
- (5) Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.
- (6) Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.
- (7) 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 | - | twenty-seven (27) days |
| twenty-six years | - | twenty-eight (28) days |
| twenty-seven years | - | twenty-nine (29) days |
| twenty-eight years | - | thirty (30) days |
| twenty-nine years | - | thirty-one (31) days |

thirty or more years - thirty-two (32) days

Section 3.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 4.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled consistent with the provisions of Sections 1 and 2 of this Article. The Employer 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 5.

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 which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 6.

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

Section 7.

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 8.

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

Section 9.

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

Section 10.

If an employee leaves the County'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. This amount will be deducted from his/her final pay check.

Section 11.

Vacations must be taken during the current calendar year unless the Department Head 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 17

SHIFT DIFFERENTIAL

Section 1.

The existing shift differentials will be adjusted to the following amounts:

1. Effective 1/1/2005

| | | |
|-------------------------|---|------------------|
| 4:00 p.m. to Midnight | - | \$5.75 per shift |
| Midnight to 8:00 a.m. | - | \$5.63 per shift |
| 6:30 a.m. to 2:30 p.m. | - | \$0.66 per shift |
| 10:00 p.m. to 6:00 a.m. | - | \$1.02 per shift |

- 2. Effective 1/1/2008
 - 4:00 p.m. to Midnight - \$6.04 per shift
 - Midnight to 8:00 a.m. - \$5.91 per shift
 - 6:30 a.m. to 2:30 p.m. - \$0.69 per shift
 - 10:00 p.m. to 6:00 a.m. - \$1.07 per shift
- 3. Effective 1/1/2009
 - 4:00 p.m. to Midnight - \$6.34 per shift
 - Midnight to 8:00 a.m. - \$6.21 per shift
 - 6:30 a.m. to 2:30 p.m. - \$0.73 per shift
 - 10:00 p.m. to 6:00 a.m. - \$1.12 per shift

Section 2.

Anyone who works four (4) or more hours on a shift which requires a shift differential to be paid shall, if worked less than eight (8) hours, receive a pro-rata pay of the differential for all hours worked.

ARTICLE 18

DEATH IN FAMILY

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

ARTICLE 19

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury;
2. Exposure to contagious disease;
3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined for purposes of this Article as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relative residing in the employee's household);
4. Death in the employee's immediate family, for a reasonable period of time. Up to ten (10) days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to three (3) days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined in Article 19.
5. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the employer.

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

- A. New employees shall receive one (1) working day for the initial month of employment if they begin on the first through the eighth day of the calendar month, and one-half ($\frac{1}{2}$) working day if they begin on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.
- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- D. Paid sick leave shall not accrue during a leave of absence without pay or suspension.
- E. Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. Unused sick leave shall accumulate from year to year without limit.

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 employer 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.

(a) An employee who has been absent on sick leave for a period totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. If proof of illness is required, the County may designate the examining physician, provided that the Employer then assumes the cost of such examination, or the County may allow the employee to choose the physician, in which case the employee pays for the examination. Abuse of sick leave shall be cause for disciplinary action.

- i. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
- ii. In the case of death in the immediate family, reasonable proof shall be required.

- iii. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

Section 6.

The County agrees to continue its program of payment for unused sick leave upon retirement in accordance with the following requirements:

(a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must have a least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.

(b) Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Exhibit B and made part hereof.

(c) Employees who are eligible for this benefit shall be compensated in accordance with 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

ARTICLE 20

MATERNITY LEAVE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

While temporary employees may be granted a maternity leave as herein provided in accordance with Department of Personnel rules and regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE 21

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1.

Employees of the jail covered by this Agreement shall receive replacement articles for such clothing and equipment presently issued by the Employer as worn out or needed.

Section 2.

Effective January 1, 2005, the annual maximum for clothing and special equipment required for the job shall be Seven Hundred (\$700.00) Dollars. Effective January 1, 2006, the clothing allowance shall be increased by Twenty-Five (\$25.00) Dollars to Seven Hundred and Twenty-Five (\$725.00) Dollars. Effective January 1, 2007, the clothing allowance shall be increased by Twenty-Five (\$25.00) Dollars to Seven Hundred and Fifty (\$750.00) Dollars. Effective January 1, 2008, the clothing allowance shall be increased by Twenty-Five (\$25.00) Dollars to Seven Hundred and Seventy-five (\$775.00) Dollars. Effective January 1, 2009, the clothing allowance shall be increased by Twenty-Five (\$25.00) Dollars to Eight Hundred (\$800.00) Dollars. Clothing allowance and maintenance will be issued by separate check to all employees no later than the first week in December of each year.

ARTICLE 22

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 2005:

| | |
|-------------------------------|---|
| New Year's Day | Monday, January 3, 2005 |
| Martin Luther King's Birthday | Monday, January 17, 2005 |
| Lincoln's Birthday | Monday, February 14, 2005 |
| Washington's Birthday | Monday, February 21, 2005 |
| Good Friday | Friday, March 25, 2005 |
| Memorial Day | Monday, May 30, 2005 |
| Independence Day | Monday, July 4, 2005 |
| Labor Day | Monday, September 5, 2005 |
| Columbus Day | Monday, October 10, 2005 |
| Election Day | Tuesday, November 8, 2005 |
| Veteran's Day | Friday, November 11, 2005 |
| Thanksgiving Day | Thursday, November 24, 2005 |
| Day After Thanksgiving Day | Friday, November 25, 2005 |
| Christmas Day | Saturday, December 25, 2005 (celebrated Fri., Dec. 24, 2005) |

Section 2.

The Employer has designated the following days as holidays for the year 2006:

| | |
|-------------------------------|--|
| New Year's Day | Sunday, January 1, 2006 |
| Martin Luther King's Birthday | Monday, January 16, 2006 |
| Lincoln's Birthday | Sunday, February 12, 2006 (celebrated Monday, Feb. 13, 2006) |
| Washington's Birthday | Monday, February 20, 2006 |
| Good Friday | Friday, April 14, 2006 |
| Memorial Day | Monday, May 29, 2006 |
| Independence Day | Tuesday, July 4, 2006 |
| Labor Day | Monday, September 4, 2006 |
| Columbus Day | Monday, October 9, 2006 |
| Election Day | Tuesday, November 7, 2006 |
| Veteran's Day | Saturday, November 11, 2006 (celebrated Monday, Nov.13, 2006) |
| Thanksgiving Day | Thursday, November 23, 2006 |
| Day After Thanksgiving Day | Friday, November 24, 2006 |
| Christmas Day | Monday, December 25, 2006 |

Section 3.

The Employer has designated the following days as holidays for the year 2007:

| | |
|-------------------------------|---|
| New Year's Day | Monday, January 1, 2007 |
| Martin Luther King's Birthday | Monday, January 15, 2007 |
| Lincoln's Birthday | Monday, February 12, 2007 |
| Washington's Birthday | Monday, February 19, 2007 |
| Good Friday | Friday, April 6, 2007 |
| Memorial Day | Monday, May 28, 2007 |
| Independence Day | Wednesday, July 4, 2007 |
| Labor Day | Monday, September 3, 2007 |
| Columbus Day | Monday, October 8, 2007 |
| Election Day | Tuesday, November 5, 2007 |
| Veteran's Day | Sunday, November 11, 2007 (celebrated Monday, Nov. 12, 2007) |
| Thanksgiving Day | Thursday, November 22, 2007 |
| Day After Thanksgiving Day | Friday, November 23, 2007 |
| Christmas Day | Tuesday, December 25, 2007 |

Section 4.

The Employer has designated the following days as holidays for the year 2008:

| | |
|-------------------------------|-----------------------------|
| New Year's Day | Tuesday, January 1, 2008 |
| Martin Luther King's Birthday | Monday, January 21, 2008 |
| Lincoln's Birthday | Monday, February 11, 2008 |
| Washington's Birthday | Monday, February 18, 2008 |
| Good Friday | Friday, March 21, 2008 |
| Memorial Day | Monday, May 26, 2008 |
| Independence Day | Friday, July 4, 2008 |
| Labor Day | Monday, September 1, 2008 |
| Columbus Day | Monday, October 13, 2008 |
| Election Day | Tuesday, November 4, 2008 |
| Veteran's Day | Tuesday, November 11, 2008 |
| Thanksgiving Day | Thursday, November 27, 2008 |
| Day After Thanksgiving Day | Friday, November 28, 2008 |
| Christmas Day | Thursday, December 25, 2008 |

Section 5.

The Employer has designated the following days as holidays for the year 2009:

| | |
|-------------------------------|---|
| New Year's Day | Thursday, January 1, 2009 |
| Martin Luther King's Birthday | Monday, January 19, 2009 |
| Lincoln's Birthday | Monday, February 9, 2009 |
| Washington's Birthday | Monday, February 16, 2009 |
| Good Friday | Friday, April 10, 2009 |
| Memorial Day | Monday, May 25, 2009 |
| Independence Day | Saturday, July 4, 2009 (celebrated Friday, July 3, 2009) |
| Labor Day | Monday, September 7, 2009 |
| Columbus Day | Monday, October 12, 2009 |
| Election Day | Tuesday, November 3, 2009 |
| Veteran's Day | Wednesday, November 11, 2009 |
| Thanksgiving Day | Thursday, November 26, 2009 |
| Day After Thanksgiving Day | Friday, November 27, 2009 |
| Christmas Day | Friday, December 25, 2009 |

Section 6.

Employees who are required to work on a regular scheduled holiday shall be paid for the holiday at straight time in addition to pay at time and one-half their regular rate of pay for all hours worked on the holiday

Section 7.

Due to the continuous operation of the jail, employees covered by this Agreement who are not required to work on a regularly scheduled holiday may elect to receive either a substitute day off or payment of one day's regular pay in lieu of such substitute day.

Employees to whom this Section of the Agreement applies must make their election (substitute day or payment) on or before December 1 of the calendar year in which earned, and for the Christmas holiday, employees may make their election up to February 1st of the succeeding year.

If an employee elects to receive a substitute day, such substitute day may only be carried into the next succeeding year.

Section 8.

If during the term of this Agreement, all other County employees are given a day off in addition to the above specified holidays, same shall be considered as an extra holiday for the employees covered by this Agreement.

ARTICLE 23

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.

ARTICLE 24

LABOR-MANAGEMENT MEETINGS

Section 1.

The Director of the Department of Public Safety and/or the Director of Corrections agree to consult with the representative of the P.B.A. in an effort to harmoniously resolve employee problems concerning distribution of overtime and administration of sick leave.

The parties agree that the Director and the PBA President will meet once per month to discuss outstanding issues. The PBA President will provide the Jail Director with an agenda for the meeting at least twenty-four (24) hours prior to the meeting. The parties further agree to hold a joint Labor-Management meeting once during each quarter to discuss outstanding issues. No more than three (3) PBA representatives will attend the quarterly Labor-Management Meeting. PBA representatives will receive release time for attendance at such meetings. The PBA will provide the Jail Director with an agenda for the Labor-Management meetings at least seventy-two (72) hours in advance.

Section 2.

Nothing herein shall prevent the parties from meeting for the purpose of reviewing problems which exceed the scope of the Department Head's authority except that this Agreement may not be modified, altered or changed without the mutual agreement of the parties hereto.

ARTICLE 25

P.B.A. DELEGATE, NEGOTIATIONS COMMITTEE

AND GRIEVANCE COMMITTEE

Section 1. P.B.A. Delegate.

The PBA delegate will be given full release time to conduct union business. The PBA State delegate agrees that when he/she is working an overtime assignment he/she will not conduct any union business, unless he/she is called to represent an officer during an investigation where the officer reasonably believes that he/she may be subject to discipline. In all other cases, officers will use shift representatives in accordance with Section 4 of this Article. The parties agree to continue the current practice of one delegate for every fifty Correction Officers being permitted to attend the PBA convention in accordance with the authority set forth N.J.S.A. 40A:14-177 and the current by-laws of the Union.

Any requested time off shall be in writing and shall require prior approval by the Employer.

Section 2. Negotiations Committee.

P.B.A. Local No. 199 shall be entitled to have its President and two (2) additional Local representatives as members of its Negotiating Committee. The Local President and its two designated representatives shall be given time off without loss of pay to attend contractual negotiations with the Employer. The time shall be referred to as P.B.A. negotiating days and reasonable advance request for time off shall be made to the Employer, which request shall not be unreasonably denied.

Section 3. Grievance Committee.

P.B.A. Local No. 199 shall be entitled to a Grievance Committee consisting of the Local President and one (1) additional Local representative. It is agreed that the President or the designated Local representative shall be given time off during working hours to attend to contractual grievances. Reasonable advance request for time off shall be made to the Employer, which request shall not be unreasonably denied. The parties agree to meet for the purpose of establishing grievance and contractual administration issues for which time off will be permitted.

The parties agree that the PBA President and one (1) Union representative may be present at all grievance hearings.

Section 4. P.B.A. Shift Representation

The Union may designate one Correction Officer per shift as the Shift Representative and that officer will be afforded reasonable amounts of release time to attend to P.B.A. business/committee reports and other related Union business as needed, without loss of regular straight time pay.

Section 5. Access to Premises.

Union officials and duly authorized Union representatives, whose names and identifications have been previously submitted to the County, shall have access to premises for purposes of contract administration. Union officials shall have the opportunity to consult with employees in the Local before the start of the work shift, during lunch or breaks, or after completion of the work shift, or during the period of grievance investigation, provided such periods of consultation are not extended into the scheduled working time of the shift, unless such extension is specifically approved by the Employer.

Section 6. Bulletin Board.

The P.B.A. shall be given exclusive use of a bulletin board in both jail facilities for the posting of P.B.A. newsletters and union information.

Section 7. Inter-Office Mail

The parties agree that the County will provide the PBA with \$1500.00 per year, no later than the first week of January, to cover the expenses of mailing Union literature to PBA members. This settlement will be retroactive to 1998. In consideration for this payment, the Union agrees to cease distributing Union literature through employees' paychecks, except in the following situations:

- A. Notification/invitation to the PBA Christmas party as long as such notification/invitation does not contain any solicitations;
- B. Notification/invitation to the PBA Picnic as long as such notification/invitation does not contain any solicitations; and
- C. Notification of internal Union elections and election literature.

Section 8. Rules and Regulations.

Copies of all general orders, special orders, policies and procedures affecting wages, hours, and other terms and conditions of employment for employees covered by this agreement, which are new or are new modifications of existing orders, policies, procedures and communications shall be furnished to the P.B.A. at least 24 hours prior to their promulgation.

Section 9. Funeral Leave.

Subject to the approval of the Director of Public Safety or his/her designee, the President of the P.B.A. or his/her designee and not more than one state delegate shall be permitted to attend the funeral of any law enforcement officer in the State of New Jersey who is killed in the line of duty. In the event

such a funeral is held during the officer's scheduled tour of duty, neither the President, delegate or alternate attending such funeral shall sustain any loss of pay for such attendance. If a marked Division of Corrections vehicle is available, the Director or his/her designee may permit the President or delegate or designee to utilize same to attend such a funeral.

Section 10. Orientation Class.

P.B.A. Local No. 199 will have the exclusive right to give an orientation class for a period of up to 15 minutes during the two (2) week Correction Officers in-house training provided to new employees at the Correction facility. The representatives of the P.B.A. who will conduct the orientation class shall be named by the P.B.A. President and shall cooperate with the training officer to ensure that there is no disruption to the in-house training program.

Section 11. PBA Office Space

The present practice with respect to office space and areas for PBA Local 199 shall be maintained. It is established that there is one permanent PBA office in both correctional facilities: New Jail--next to the officers' locker room; Old Jail--next to the visiting booth. Once renovations are completed by the County to the basement area known as Buildings and Grounds, this area shall become the Old Jail PBA office. The PBA will have unrestricted and unlimited access and use of both offices for its authorized representatives and visitors in order to conduct business and service its membership. The PBA understands the possible need of the County to utilize the PBA workout area if necessary due to a large increase in the inmate population. It is agreed that this will be done as a last resort, if needed, provided the County makes all reasonable efforts to supply the PBA with a comparable workout area.

Section 12. Release Time for PBA President

The President of PBA Local 199 or his/her designee shall continue to have a flex work schedule with release time for contract administration and union activities subject to the approval of the Director of Correctional Services, which approval shall be in accordance with present practice. The PBA President (or designee, as the case may be) may utilize said release time and offices to meet and consult with staff and the County/Jail Administration with no loss of pay. If the PBA President is unable to perform the duties of the office, a designee may be chosen to handle the day to day operations of the PBA. The PBA shall promptly notify the Director of Correctional Services of the name of the designee.

Section 13. Honor Guard

The parties agree to establish a Union County Corrections Honor Guard. The Honor Guard uniform will not contain any PBA patch or insignia, but the PBA flag will be displayed. The parties agree to meet to develop a policy containing objective criteria which will be used to determine membership in the Honor Guard. There will be no arbitrary administrative appointments to the Honor Guard. Current PBA Honor Guard members will be "grandfathered" into the new Union County Corrections Honor Guard. Effective January 1, 2006, Honor Guard members shall receive a one-time clothing and maintenance allowance of \$250.00. The clothing allowance shall be paid by separate check no later than the first week of December 2006.

Section 14. Meals

A. Effective January 1, 2005, the County agrees to pay each Correction Officer employed on the date of execution of this Agreement an annual meal payment of Three Hundred Fifty Dollars (\$350.00). Effective January 1, 2006, the annual meal payment will be increased to Three Hundred Seventy-Five Dollars (\$375.00). Effective January 1, 2008, the annual meal payment will be increased

to Four Hundred Dollars (\$400.00). Effective January 1, 2009, the annual meal payment will be increased to Four Hundred Twenty-Five Dollars (\$425.00). These payments will be paid by separate check in the first week of December of each year.

Officers out of work due to a work related injury shall be entitled to the full meal allowance retroactive to January 1, 2005. Any officer out of work without pay for any other reason shall receive a pro-rated share of the allowance.

B. Correction Officers who work an overtime consisting of a minimum of six (6) hours will be paid \$1.35 for each such shift worked. The \$1.35 will be paid together with the shift differential when the shift differential is paid. Effective January 1, 2007, the overtime meal payment will be increased to \$2.00 for each shift worked.

C. Effective September 15, 1999, the County will cease providing Correction Officers with meals at breakfast, lunch and/or dinner.

D. Notwithstanding the above, the County agrees to make the following food and beverage items available to Correction Officers on all shifts at both the Old and New Jail Facilities:

Snacks

1. Bread
2. Crackers
3. Peanut Butter
4. Cold cuts
5. Hard boiled eggs
6. Fruit (bananas, apples, oranges, pears)
7. Potato chips
8. Corn chips
9. Cookies
10. Individually wrapped snack cakes

Beverages

1. Coffee
2. Milk (8 oz.)
3. Chocolate milk (8 oz.)
4. Soda
5. Ice Tea (8 oz.)
6. Orange drink (8 oz.)

Condiments (Single Serving Packets)

1. Sugar
2. Half and half creamer
3. Sweet and Low
4. Salt
5. Pepper
6. Ketchup
7. Mustard
8. Mayonnaise

ARTICLE 26

SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision causes 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 27

MISCELLANEOUS

Section 1.

In the event of job openings the Department Head agrees to post any such openings, and to permit employees covered by the agreement to bid on such job openings. The bidding time shall be limited to one week unless such time is extended by mutual agreement of the parties. The Director of the

Division of Correctional Services further agrees that seniority will be considered as a major factor in filling any such job openings. The parties understand and agree, however, that final authority for filling any such job openings remains with the Department Head and/or Manager.

Section 2.

The Department Head agrees to furnish each employee covered by this Agreement with a statement of his or her sick time once a year during the month of January.

Section 3.

Consistent with the provisions of Article 20, Section 3 (Holidays) of the existing contract, the Department Head agrees that employees covered by this Agreement may elect the time when they shall take any "due days" which they may have accumulated. It is understood and agreed by the parties, that the taking of any "due days" shall be subject to approval by the Director of the Division of Correctional Services and shall be consistent with the efficient operation of the jail.

Section 4.

Employees covered by this Agreement shall have the right to interchange scheduled days off, subject to the approval of the Department Head and consistent with the efficient operation of the jail.

Section 5.

The Director of the Division of Corrections agrees that to the extent possible, it is his/her policy to restrict the movement of prisoners during feeding time between the hours of 11:30 a.m. and 1:00 p.m.

Section 6.

If an employee is injured or becomes ill arising out of and during the course of his/her employment the following procedure shall be applicable.

- (A) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.
- (B) If the County's Workmen's 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 year if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. Anything herein stated to the contrary notwithstanding, any holidays falling within the one year or ninety (90) day period, as hereinabove set forth, shall automatically extend said period by the amount of holidays falling in said period 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 Workmen's Compensation Insurance carrier.
- (C) After the first one year or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his/her temporary disability Workmen's 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 Workmen's 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 disciplinary 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 so long as the employee substantially proves that his illness or injury arose out of his/her employment.

Section 7.

In the event of absence of jail personnel, it is the policy of the County of Union to attempt to fill all such vacant positions to the extent possible with remaining personnel on the staff.

Section 8.

It is the intention of the Employer, consistent with the needs of the department and budget limitations, to send two employees, one junior officer and one senior officer, to police training school.

Section 9.

When an employee having compensatory time, as limited and provided in the contract, elects to take the same, no reason shall be required to be given for the selection of a date provided, however, the Director of the Division of Correctional Services and/or his/her designee, reserves the right to refuse to grant the said date of "staffing" does not permit the granting of the day off as requested by the employee.

If the employee is refused his/her selection of a date to use his/her compensatory time for the foregoing

reason, he/she shall be permitted to select another date subject to the same terms and conditions as set forth herein.

Section 10.

Consistent with County policy, employees shall be entitled to a mileage allowance at the fluctuating rate set by Ordinance 596-2004 when their personal vehicle is used on authorized County business.

Section 11. Court Time.

Consistent with present practice, court time shall consist of all time, excluding regular tours of duty, during which an employee covered under this agreement shall be required to attend a municipal court, county court, superior court, grand jury proceeding or other courts or administrative bodies arising out of the performance of duty. All such required off-duty court time shall be considered as overtime and shall be compensated at time and one-half. This definition of court time does not include time spent in connection with contract administration, including but not limited to arbitration and PERC hearings.

Section 12.

The Employer shall continue to supply each employee who has one or more years of service as a Correction Officer for Union county with one off-duty badge which shall be a flat wallet duplication version of the on-duty badge. This off-duty badge shall remain the property of the Employer.

Section 13.

The County agrees to make three (3) parking spaces available to PBA. Location to be in the garage.

Section 14. Residency

All correction officers hired prior to January 1, 2000 will be grandfathered. Correction officers hired after January 1, 2000 will be required to be residents of Union County for at least two years after hire. If an employee leaves employment prior to that date, employee must reimburse County for training.

ARTICLE 28

INSURANCE

Section 1.

All employees in the bargaining unit covered by the terms of the within Agreement shall continue to be included in a Drug Prescription Plan, the premium to be paid by the County of Union, which shall provide for an employee and his/her family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee to be maintained as follows:

- 1) \$15.00 per prescription for brand name
- 2) \$10.00 per prescription for brand name when no generic substitute is available or where the treating doctor mandates use of brand name
- 3) \$5.00 per prescription for generic
- 4) \$3.00 for mail order prescription (90 Day Supply)

Also, the prescription network known as MedCo (CNNII Network) shall be implemented.

The participating pharmacies and the exclusions of the Plan shall be as more particularly delineated in the Plan. During the term of this Agreement, employees who are on leave of absence without pay and employees who retire on pension may elect to continue existing coverage of the Drug Prescription Plan provided for herein at their sole cost and expense. Employees who retire on pension

may elect to continue existing coverage of the drug prescription plan at their option, in lieu of their prescription benefits under Schedules C and D.

Effective August 1, 2006, the Drug Prescription Plan shall be modified as follows:

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

Section 2. Dental Plan

The current Dental Plan will be continued during the term of this Agreement. The premium for dental benefits shall be shared as follows:

Effective January 1, 2005, correction officers will be required to pay a share of the Dental Plan Premiums equal to \$42.71.

Effective September 1, 2006, the annual cap on the dental plan shall be increased to \$2,000.00 per annum for both single and family coverage.

Effective January 1, 2006, the County shall pay \$61.18 per month towards the premium and officers shall pay \$61.38.

Effective January 1, 2007, the County agrees to pay for any increase to the dental premium (excluding any increase in the orthodontics premium).

Effective January 1, 2008, the County shall be obligated to pay the same amount that it paid in 2007 and each officer shall absorb any increases.

Any increases in the Dental Plan premiums during the term of this Agreement over the 1989 base, will be reflected in a lump sum deduction in the Wage Schedule established for the year in which such premium increases occur.

Section 3.

a) Effective April 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Schedules C and D, attached hereto as Exhibit C. The conditions and requirements for receiving these benefits are set forth in Schedules C and D. The benefits in Schedule C shall also 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 County and the PBA shall not be effective to change those employees' right 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 County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Schedule C. Provided such health insurance coverage remains generally available in the insurance market at commercially

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

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reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Schedule C.

c) In addition to the foregoing, the PBA consents to each current bargaining unit member and all bargaining unit members hired from the date of this agreement through December 31, 2009, signing an individual contract between each unit member and the County (attached hereto as Exhibit D) that obligates the County 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 4.

Effective 1/1/94, the following provisions related to health insurance coverage for employees covered by this Agreement will be continued:

- a) Co-payment increases for Major Medical coverage from 80%/20 of \$2000.00 to 80%/20% of \$5000.00.
- b) Pre-Admission Review (PAR) with 50% cutback and Mandatory Second Surgical opinion (MSSOP) with 50% cutback.
- c) Elimination of prescription co-pay flow through to Major-Medical health insurance coverage.

Effective January 1, 1997, the traditional health insurance coverage currently provided by the County shall be replaced by the "Blue Select" insurance coverage program of Blue Cross/Blue Shield. The current cost containment and co-pay provisions set forth above shall be maintained. Employees

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

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covered hereunder shall have the option of paying through payroll deduction a co-payment consisting of the difference between the cost of Blue Select and PACE for single or family coverage calculated on an annual basis (May to April) in order to retain the benefits of PACE.

Effective August 1, 2006, the Horizon HMO and POS plans shall be eliminated.

All existing cost containment and co-pay provisions applicable to the hospitalization insurance program shall be maintained, except as follows:

1. Effective May 1, 2004, the deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for eligible dependents. Also, the out of network cost share shall be changed from 80/20 to 70/30 (county/employee respectively) for all employees.

2. Effective May 1, 2004, employees in the Horizon PPO (Blue Select) shall contribute towards the costs of doctor's office visits as follows:

2004

\$10.00/visit

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

- a) \$10.00 co-pay for in network services – doctor's office visits only
- b) \$10.00 co-pay for all out-of-network services – Employees who go out of network will be reimbursed by the County for 30% differential less the \$10.00 co-pay services, upon applying to the Third Plan Administrator ("TPA") for reimbursement. The TPA shall reimburse employees within ten (10) days for 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.

3. Effective April 1, 2004, all current employees shall contribute the following towards the cost of health insurance coverage:

| Annual Salary | Monthly Contribution |
|---------------------------|----------------------|
| Below \$65,000 | \$10.00 |
| Between \$65,000-\$75,000 | \$25.00 |
| Effective 4/1/04 | |
| Over \$75,000 | \$40.00 |

Contributions are made on a pre-tax basis.

4. Effective May 1, 2004, new employees shall receive PHS or Blue Choice coverage only. In addition, new employees shall contribute \$15.00 per month for single coverage and \$25.00 per month for family coverage. Effective April 1, 2006, employees hired on or before July 1, 2001 shall contribute towards the cost of their health insurance \$15.00 per month for single coverage and \$40.00 per month for family coverage. Employees hired after July 1, 2001, shall maintain the existing contribution schedule; however, those earning over \$65,000 shall contribute as in paragraph 3, above, with those contributions being increased by the proportionate annual increase in plan cost. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between PHS and Blue Choice and chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of then available plans. Any replacement plan(s) shall be substantially similar in coverage to

PHS or Blue Choice. Any employee hired after April 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.

5. Health Benefit Buy-Out Option – Employees covered by spouse plan could decline additional health coverage and received \$5,000 annually, payable in 26 installments over the next year. Employees opting out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

6. Effective August 1, 2006, the Vision Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

ARTICLE 29

SAFETY AND HEALTH

Section 1.

The Employer at all times will maintain safe and healthful working conditions. The Employer will provide bargaining unit employees with wearing apparel, fire arms, tools or devices necessary to insure their safety and health.

Section 2.

The parties agree to establish a Health and Safety Committee comprised of one (1) Administration representative and one (1) PBA representative. This Committee will meet two (2) times per month, not to exceed a total of eight (8) hours, to formally inspect the Jail Facilities and review any health and safety issues arising in the Jail Facilities, and write any necessary reports. The parties

understand, however, that in the event of emergency additional inspections may be required. The PBA representative will receive release time for participation on the Committee.

Section 3.

A. The Employer shall provide a tuberculosis test annually to each employee without cost to the employee in accordance with applicable statute.

B. The Employer shall provide to each employee covered by this Agreement a Hepatitis B vaccination at no cost to the employee. The vaccination shall be repeated within the prescribed time frame established by PEOSHA.

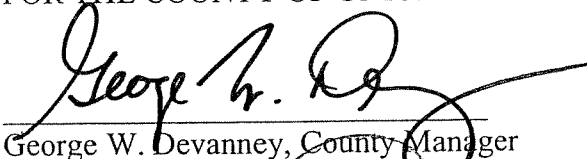
ARTICLE 30

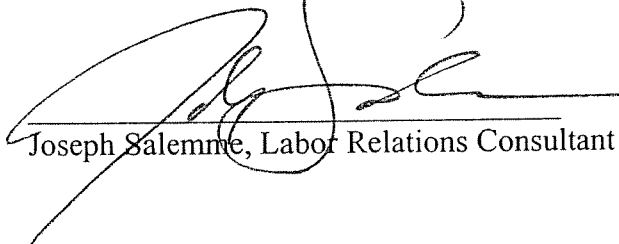
DURATION

This Agreement shall become effective on January 1, 2005 and shall terminate on December 31, 2009. If either part desires to negotiate a successor contract they shall notify the other party of their intention to do so on or before September 1, 2009.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures:

FOR THE COUNTY OF UNION


George W. Devanney, County Manager

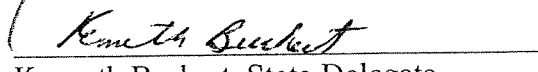

Joseph Salemme, Labor Relations Consultant

DATED: *MAY 21, 2007*

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FOR THE P.B.A. #199, INC.


James Roche, President


Kenneth Burkert, State Delegate

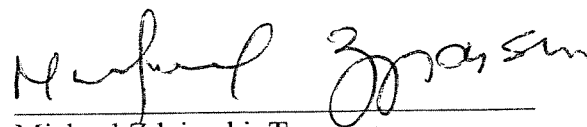

Michael Zdziarski, Treasurer

EXHIBIT A

SALARY GUIDES

| Step | 1/1/2005 | 1/1/2008 | 1/1/2009 |
|------------------------------------|-----------------|-----------------|-----------------|
| Officers Hired Prior 1/1/97 | | | |
| 1 | 39,305 | 41,270 | 43,333 |
| 2 | 44,861 | 47,104 | 49,459 |
| 3 | 50,419 | 52,940 | 55,587 |
| 4 | 53,013 | 55,664 | 58,447 |
| 5 | 57,622 | 60,503 | 63,529 |
| 6 | 70,668 | 74,201 | 77,911 |

Officers Hired Between 1/1/97 and 4/1/00

| | | | |
|------------------|--------|--------|--------|
| 1 | 29,698 | 31,183 | 32,742 |
| 1A * after 6 mos | 36,153 | 37,961 | 39,859 |
| 2 | 39,281 | 41,245 | 43,307 |
| 3 | 44,861 | 47,104 | 49,459 |
| 4 | 50,419 | 52,940 | 55,587 |
| 5 | 53,013 | 55,664 | 58,447 |
| 6 | 57,622 | 60,503 | 63,529 |
| 7 | 62,040 | 65,142 | 68,399 |
| 8 | 70,668 | 74,201 | 77,911 |

Officers Hired After 4/1/00

| | | | |
|------------------|--------|--------|--------|
| 1 | 29,698 | 31,183 | 32,742 |
| 1A * after 6 mos | 32,279 | 33,893 | 35,588 |
| 2 | 36,153 | 37,961 | 39,859 |
| 3 | 39,305 | 41,270 | 43,333 |
| 4 | 44,861 | 47,104 | 49,459 |
| 5 | 50,419 | 52,940 | 55,587 |
| 6 | 53,013 | 55,664 | 58,447 |
| 7 | 57,622 | 60,503 | 63,529 |
| 8 | 62,088 | 65,192 | 68,452 |
| 8A | 65,945 | 69,242 | 72,704 |
| 9 | 70,668 | 74,201 | 77,911 |

EXHIBIT 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. LIMITATIONS:

- a) no employee who elects a deferred retirement benefit 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 solely with the Employer, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

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

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently re-enters 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
- b) 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.

- c) Eligible employees shall be compensated in accordance with the following schedule:
 - 100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000
 - 201-300 cumulated 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:

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE

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

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

EXHIBIT C

RETIREE HEALTH BENEFITS

(Employees Hired Prior to December 31, 2009)

SCHEDULE C

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

1. Eligibility. Employees must have been actively employed with the County of Union (the "County") on or before December 31, 2009; and must retire on either a disability pension or retire having 25 years or more of service credit in the Police and 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 meeting the eligibility requirements who do not have health insurance 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 obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Members receiving benefits under this Schedule C shall be not eligible for or receive the subsidy provided in Schedule D.

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

RETIREE HEALTH BENEFITS

(Employees hired on or after January 1, 2010)

SCHEDULE D

Effective January 1, 2009, 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 is provided for them.

2. Description: This benefit shall be applied to the Health Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

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

| <u>Category</u> | <u>County's Subsidy</u> |
|------------------------|-------------------------|
| Single, Under 65 | \$189.67 per month |
| Single, Over 65 | \$138.39 per month |
| H/W Under 65 | \$540.58 per month |
| P/C Retiree | |
| Family Under 65 | |
| H/W Over 65 | \$276.77 per month |
| H/W Retiree Over 65 | \$267.77 per month |
| H/W. Spouse Over 65 | |
| Family Over 65 | \$442.88 per month |
| Family Retiree Over 65 | \$477.85 per month |
| Family Spouse Over 65 | |
| P/C Retiree Over 65 | \$338.69 per month |

The remaining costs of the County's Health Insurance Plan shall be borne by the retiree.

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

EXHIBIT D
INDIVIDUAL CONTRACT
AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2006, by and between the **County of Union** (herein the “**County**”) and _____ (herein
Insert Name of Individual Employee) the “**Employee**”), with the agreement and approval and consent of **PBA Local No. 199** (hereinafter “**PBA**”);

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

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

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

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

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and

conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

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

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

WITNESSETH:

1. The County and the PBA agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.
2. The County and PBA agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.
3. The County and PBA agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and Schedule C of the Memorandum and that any provision of such future agreement which purports to change any terms or conditions of this Agreement and Schedule C of the Memorandum shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).
4. The parties hereto agree that good and valuable consideration was provided for the

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

COUNTY OF UNION

By: _____
George W. Devanney
County Manager

ATTEST

PBA LOCAL 199

By: _____
James Roche,
President

ATTEST

_____, Employee
Print Name

ATTEST

SIDE LETTER AGREEMENT

By and between the County of Union (hereinafter the "County") and the PBA199 Correction Officers (hereinafter the "PBA"), dated this 15th day of May, 2007.

Whereas the County and the PBA are parties to a duly executed Collective Bargaining Agreement covering the period January 1, 2005 through December 31, 2009, (hereinafter the "Agreement"); and

Whereas the parties mutually agreed to enter into negotiations regarding Article 28 - Insurance Section 5, Health Benefit Buyout ; and

Whereas the parties did in fact enter into such negotiations and in good faith reached an agreement as described below; and

Whereas, the parties agree and acknowledge that this Side Letter Agreement is made without prejudice or precedent with respect to future negotiations;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

That effective beginning June 1, 2007, the Health Benefit Buyout will be offered for Single Coverage from another source in the amount of \$1800.

It is understood that the \$5000 Health Benefit Buyout pertains to Family and Husband/Wife coverage.

Wherefore, the parties set their hands this 15th day of May, 2007.

THE COUNTY OF UNION

By: 
Joseph Salemme
Labor Relations Consultant

PBA 199 CORRECTION OFFICERS

By: 
James Roche, President