

AGREEMENT
BETWEEN
THE COUNTY OF UNION
AND
TEAMSTERS UNION LOCAL 102
Public Safety Professional Staff
Union County Jail & Juvenile Detention Center

TERM: JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

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AGREEMENT

This Agreement made this 3rd day of SEPTEMBER, 2008 between the County of Union (hereinafter the "Employer") and Teamsters Union Local 102 (hereinafter the "Union"); and,

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; and,

WHEREAS, the parties, pursuant thereto, have reached an agreement on the matters hereinafter set forth;

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

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees of the Public Safety Professional Staff at the Union County Jail and Juvenile Detention Center, employed in the following titles: Social Worker, Counselor Penal Institution, Senior Counselor Penal Institution, Teacher Penal Institution, and Recreation Program Coordinator. All other supervisory personnel, non-supervisory personnel, managerial executives, confidential employees, craft employees and any other employees are excluded from the bargaining unit represented by Teamsters Union Local 102.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement. The Employer retains and reserves such rights, authority, duties and responsibilities subject only to such limitations as are specifically provided in this Agreement.

- A. To conduct executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
- B. To hire all employees and, subject to existing Department of Personnel rules and regulations, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees, and to suspend, demote, discharge or take other disciplinary action for good and just cause;
- C. To promulgate and implement reasonable policies, rules, regulations and practices which it deems necessary for the efficient and effective operation of its properties and facilities and to maintain order and safety of the work force;
- D. To make all decisions relating to the performance of the Employer's operations and activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
- E. To determine the work performance levels and standards of performance of the employees; and
- F. To take any actions considered necessary to establish and maintain efficiency and

cost effective operations and maintenance.

Section 2.

The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the expressed terms of this Agreement.

Section 3.

Nothing contained herein shall be construed to deny or to restrict the Employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under any national, state or local laws and/or ordinances.

Section 4.

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.

Section 5.

The Union, on behalf of the employees, agrees to cooperate with the Employer to obtain and maintain full efficiency and the Employer agrees to receive and consider constructive

suggestions submitted by the Union toward these objectives.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 1.

There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone 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 Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties and to take such other action as may be necessary under the circumstances to bring about compliance with the provisions of this Article.

ARTICLE 4

HOURS OF WORK

Section 1.

The normal work week shall consist of 35 work hours per week, 7 hours per day and 5 days per week, Monday through Friday (8:30 a.m. to 4:30 p.m.) or other Compressed Work

hours as discussed below.

Employees who report late for work shall be granted a seven (7) minute grace period for payroll purposes only, not discipline. If an employee reports to work during this grace period, the employee shall not be docked pay.

Section 2.

The working day for employees may be varied or extended by the Employer as the need arises. Employees shall be permitted a ten (10) minute break before lunch and a ten (10) minute break after lunch daily.

Section 3.

Effective January 1, 2002, the Employer, in its sole discretion, may continue the alternate work schedule (a/k/a a compressed work week) on a voluntary basis, taking into consideration the needs of the Employer. The following terms shall apply to the alternate work schedule:

1. An alternate work week shall be offered to all employees and participation will be voluntary;
2. The alternate work week will consist of a compressed work week of four days.
3. The hours of the alternate work schedule shall not create any overtime even though the terms of this Agreement might provide for overtime in some instances. Instead, the schedule is intended to reflect the current 35 hours per week contractual arrangement with a modification of when those hours are worked for the volunteers of this program. Specifically, four day week staff will continue to work 35 hours per week, with one hour for lunch and two daily break periods.
4. If a holiday falls on a scheduled work day, one and three fourths (1 3/4) hours will

be deducted from vacation time. If a holiday falls on a day off, seven (7) hours of vacation time will be credited. Vacation, sick and personal time will be calculated in hours.

Section 4.

Employees shall be notified in writing each January as to their vacation, sick, personal and compensatory time.

ARTICLE 5

SALARIES AND COMPENSATION

Section 1.

Wage increases for the term of this contract shall be in accordance with the Salary Schedules attached hereto as Exhibit B.

Employees will move to the next highest step within their range each year at the beginning of the calendar year or at their anniversary date, whichever is applicable as set forth in Section 2 of this Article.

Employees not at the maximum step will continue to receive increments until they reach the maximum step for their range.

Bargaining unit employees who have resigned or who were terminated for cause, excluding employees who retire, shall not 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.

Section 2. Increments:

All employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

A. An employee hired effective January 1st through June 30th will be eligible to receive an increment on January 1st of the following year;

B. An employee hired effective July 1st through December 31st will be eligible to receive an increment on July 1st of the following year.

Section 3. Promotions:

Any employee who is promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in payment of at least one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

Any employee who is subsequently appointed to another title after one year with a lower salary range shall have their salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which they are being reassigned.

Promotions within the Unit will commence at the next highest step for employees and must be at the value of the new increments reflected in the schedule of salaries annexed hereto as Schedule A.

Section 4. Work Rules, Job Postings, Bulletin Board, Personnel File:

The Department Head will provide the Union any memos or official document affecting the terms and conditions (outside of the Collective Bargaining Agreement), of employment for

employees at least seven (7) days before implementation.

The Department Head will provide the Union's Chief Steward notices of all permanent job vacancies and any changes to the rules and regulations of the Department of Personnel.

The County shall provide a bulletin board for the posting of Union business. The County agrees to make every effort to post any new job offerings concerning unit employees at least ten (10) working days in advance of closing date. Such postings will not apply to extraordinary or emergency circumstances.

Employees may review their personnel file once a year and may request copies of any documents contained in their file.

ARTICLE 6

SENIORITY

Section 1.

Seniority is defined as an employee's continuous length of full-time service with the County beginning with their initial date of hire in the Department of Public Safety, Division of Correctional Services and/or Juvenile Detention Center. Any authorized leave of absence is considered to be continuous service.

Section 2.

Seniority shall be given preference in layoffs, recall, promotion and demotion, vacation scheduling and work shifts. Such requests shall not be unnecessarily denied.

Section 3.

The employer shall maintain an accurate, up to date Seniority roster showing each

employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon request.

Section 4.

The employer shall promptly advise the appropriate Union representative of any changes which necessitate amendment to the seniority list.

Section 5.

The Union will be supplied with a seniority list each January, with a copy given to the Shop Steward.

Section 6.

Effective November 1, 2007 and upon completion of fifteen (15) years of service with the County of Union, the Residency requirement shall be waived.

ARTICLE 7

OVERTIME

Section 1.

The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of 35 hours of work per week. The computation of overtime shall include base pay and shift differential, where applicable.

Section 2.

Paid time-off for authorized vacation, holidays, personal days, bereavement days and sick days shall be counted as standard time worked to determine the total number of hours worked per week for purposes of computing overtime under this Article.

Section 3.

An employee shall not be paid overtime unless such overtime is authorized by the employee's supervisor.

Section 4.

An employee who is authorized and required to work on a holiday (as set forth in this Agreement) shall be paid at the rate of time and one-half of straight time pay for time actually worked on said holiday.

ARTICLE 8

HOLIDAYS

Section 1.

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

New Year's Day	Sunday, January 1, 2006 (celebrated Monday, January 2, 2006)
Martin Luther King's Birthday	Monday, January 16, 2006
Lincoln's Birthday	Sunday, February 12, 2006 (Celebrated February 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 Friday, Nov 10, 2006)
Thanksgiving Day	Thursday, November 23, 2006
Day After Thanksgiving Day	Friday, November 24, 2006
Christmas Day	Monday, December 25, 2006

Section 2.

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 6, 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 3.

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	Tuesday, February 12, 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 4.

If an aforementioned holiday occurs while an employee is on an authorized sick or vacation leave, the day shall be recorded as a holiday instead of sick or vacation leave.

Section 5.

Holidays do not accrue during an unpaid leave of absence.

Section 6.

An employee absent without pay either the day before or the day after a holiday shall not be paid for the holiday.

ARTICLE 9

VACATIONS

Section 1.

Full-time employees hired prior to July 1, 1990, shall be granted vacation leave as follows:

- A. One working day for each month or major fraction thereof of employment during the first calendar year of employment.
- B. Twelve working days after the first calendar year up to and including 5 years of employment.
- C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.
- D. Twenty working days after 10 years up to and including 15 years of employment.
- E. Twenty-two working days after 15 years up to and including 20 years of employment.
- F. Twenty-six working days after 20 years up to and including 25 years of employment.
- G. Twenty-eight working days after 25 years of employment.

- H. Twenty-nine working days after 26 years of employment.
- I. Thirty working days after 27 years of employment.
- J. Thirty-one working days after 28 years of employment.
- K. Thirty-two working days after 29 or more years of employment.

Section 2.

Full-time employees hired on or after July 1, 1990 shall be entitled to vacation leave as follows:

- A. During the first calendar year of employment, employees shall earn 1 vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with 1 to 8 years of service shall be entitled to 13 working days.
- C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.
- D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.
- E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.
- F. Employees with 20 completed years to 25 years of service will be entitled to 22 working days.
- G. Employees with 25 completed years of service will be entitled to 28 working days.
- H. Employees with 26 completed years of service will be entitled to 29 working days.
- I. Employees with 27 completed years of service will be entitled to 30 working days.
- J. Employees with 28 completed years of service will be entitled to 31 working days.

K. Employees with 29 or more completed years of service will be entitled to 32 working days.

Section 3.

The Employer shall approve employee's vacation choices as is current practice. The Employer agrees to give reasonable consideration to an employee's vacation choices. Where conflicts and choice in dates occur, preference will be governed by seniority in so far as effective staffing requirements permit.

Section 4.

An employee who has resigned or who has otherwise separated from employment, except as herein provided, shall be entitled to vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which this separation becomes effective, in addition to any unused vacation due from the previous year. An employee who retires on a pension based on length of service shall be entitled to the full vacation for the calendar year in which he or she retires.

Section 5.

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

Section 6.

Employees serving on a leave of absence do not accrue vacation benefits.

Section 7.

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 will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.

Section 8.

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

ARTICLE 10

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 (spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household);
- (4) death in the employee's immediate family for a reasonable period of time. Up to 5 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 3 days will be permitted during the absence from duty of employees when such absences are caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above.

Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aide for the handicap when the aide 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 to sick leave, his immediate supervisor or the office of Personnel at the Union County Jail or Juvenile Detention Center shall be notified promptly. Failure to make notification to the indicated parties may be cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation, not in good standing.

Section 3.

Sick leave is earned in the following manner:

A. New employees shall only receive one working day for the initial month of employment if they begin work on the first through eighth day of the calendar month and one-half working day if they begin on the ninth through the twenty-third day of the month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.

C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.

D. Paid sick days shall not accrue during a leave of absence without pay or suspension.

E. Sick leave credit shall not accrue after an employee has resigned or retired

although his name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

F. When an employee has a record of excessive sick leave use and/or has exhausted such leave during the prior calendar year, the Employer may require the employee to accumulate sick leave on a monthly basis prior to its use. The placement of an employee on such an earned sick leave basis shall be considered non-disciplinary, but shall not preclude the Employer from taking disciplinary action against an employee for excessive use or abuse of sick leave.

G. Unused sick leave shall accumulate from year to year without limit.

Section 4.

An employee who is absent for 5 or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. In addition, the Employer in its discretion, may require proof of illness of an employee on sick leave whenever such proof appears reasonable.

Section 5.

An employee who has been absent on sick leave for a period totaling 15 days in one calendar year consisting of periods of less than 5 days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six months. The medical certificate must certify that the chronic or recurring nature of the illness is likely to cause such subsequent absences from employment.

Section 6.

The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 7. Payment For Any Unused Sick Leave Upon Retirement:

Employees shall be entitled to payment for any 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 25 years of service solely with the County of Union and must be at least age 55 and must have at least 100 accumulated sick days to his/her credit upon the effective date of retirement.

B. Additional rules and regulations applicable to eligibility for this benefit are annexed hereto as Exhibit A.

ARTICLE 11

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all for personal business as hereinafter defined or for religious reasons in accordance with the Schedule hereinafter set forth; the following schedule shall only apply to employees with less than 1 year of employment:

- A. One day after 4 months of employment.
- B. One additional day after 8 months of employment.

C. The third day may be granted between the 10th and 12th month of employment.

Employees who have been employed for more than 1 year are entitled to be granted up to 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 request of the leave as far in advance as possible. The request by the employee shall be directed to the immediate Supervisor. The leave may only be taken if the Supervisor 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.

Section 2.

Personal leave days must be taken as whole days or half days. Employees who work on a compressed work week schedule will not lose hours from personal and religious leave entitlement solely because of the compressed week work schedule. Employees shall be entitled to one “peremptory” use of any given personal day per year.

Section 3.

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

Section 4.

Days of leave as provided herein must be used in a 1 year period and shall not be cumulative from year to year.

ARTICLE 12

DEATH IN THE FAMILY

Section 1.

Full-time employees shall be entitled to 5 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of a spouse or child.

Section 2.

Full-time employees shall be entitled up to 3 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of the employee's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or other relative residing in the employee's household.

ARTICLE 13

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2.

Any payment received for jury duty must be returned to the Employer through the Personnel Department Union County Jail or Juvenile Detention Center, less allowance for travel and meal expense.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

A leave of absence without pay for medical reasons including maternity leave may be granted after use of all earned sick time.

Section 2.

A leave of absence without pay for other than medical reasons may be granted only after use of all earned vacation and personal days.

Section 3.

Application for such leave of absence set forth in this Article shall be made in writing to the Personnel Department, Union County Jail or Juvenile Detention Center. Application for a leave of absence without pay for medical reasons shall have attached thereto a physician's certificate setting forth the medical condition necessitating such leave. The approval of such request for a leave of absence without pay shall be in the sole discretion of the Employer.

Section 4.

An employee who is granted a leave of absence without pay may continue in the Employer's health benefits plan (hospitalization/major medical coverage) for a period of 9 months following the end of the month when the employee's name is removed from the payroll. In order to continue this coverage, the employee must pay the total premium when billed. Failure to do so will disqualify the employee from coverage. If an employee decides not to continue coverage during the leave without pay, the employee may re-enroll in the plan after return to active employment. The coverage will be effective on the first day of the first month following the

employee's return to work.

Coverage under the Employer's prescription plan is not available during a leave of absence without pay.

Dental coverage is terminated on the first of the month following the month in which the leave of absence without pay takes place.. Coverage is not available under the Employer's dental plan during a leave of absence without pay. The coverage will be restored on the first of the month following the employee's return to full-time employment.

Section 5.

All provisions of Sections 1 through 4 of this Article will be modified as required to comply with the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) where such statutes are applicable.

Section 6.

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

ARTICLE 15

MATERNITY LEAVE

Section 1.

A pregnant employee who requests a maternity leave of absence shall be required to apply to the Director of Union County Jail or Juvenile Detention Center in writing for such leave. The request shall be on approved County forms and 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 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 90 days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well 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 60 days from the date of delivery of the child nor may a maternity leave exceed 90 days in duration; provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond 90 days. When the Employer approves any maternity leave, it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

Section 3.

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

Section 4.

If an employee fails to return to work on the termination of the leave, the employee will be

considered as having resigned.

Section 5.

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 16

HEALTH BENEFITS

Section 1.

Employees shall be covered under the County health benefit plan with Blue Cross/Blue Shield Plan of New Jersey or, at the election of the employee, enrollment in Health Net, an approved HMO, the latter being at the employee's additional cost. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

The following provisions applicable to the health insurance coverage shall be maintained during the term of this Agreement.

- (a) Deductibles shall be maintained at \$100 per person and \$200 per family. Out of Network cost share shall be changed from 80/20 reduced to 70/30, (County/Employee respectively) for all employees.
- (b) Co-insurance for major medical insurance shall be 80%/20% up to \$5,000.00, and thereafter 100% coverage;
- (c) Pre-Admission Review with 50% cut back for non compliance.

Effective November 1, 2007, the following changes will be made:

(a) Horizon HMO and POS plans shall be eliminated

(b) HealthNet POS shall be maintained for new employees or any employee wishing to participate. New employees promoted may participate in Horizon PPO or Direct Access at their expense.

(c) Direct Access shall replace Horizon PPO with current co-pays maintained:

- \$10.00 co-pay for in-network services – doctor's office visit only
- \$10.00 co-pay for all out-of-network services – Employee will be

reimbursed for 30% differential less \$10.00 co-pay per service, upon applying to the Third Party Administrator (TPA) for reimbursement. The TPA shall reimburse employee within ten (10) days of date of submission of claim.

(d) Horizon PPO shall be maintained for employees choosing the plan with their cost being the difference between the PPO premium and the Direct Access or HealthNet premium, whichever is applicable in any given year.

(e) Employees hired before June 1, 2003 shall contribute towards the cost of health insurance as follows:

1. Salary under \$55,000

Single coverage remains \$10 per month

Family, PC or HW coverage is increased by \$15.00 per month to \$25 per month.

2. Salary over \$55,000

Single coverage remains \$25 per month

Family, PC or HW coverage is increased by \$15.00 per month to \$40 per month.

(f) Employees hired after June 1, 2003, shall maintain the existing contribution schedule; however, those earning over \$55,000 shall contribute as above with those contributions being increased by the proportionate annual increase in the plan cost.

Section 2. Prescription Plan

There will be a Drug Prescription Plan as follows:

(a) Co-pays shall be maintained for all active employees as follows:

\$15.00 co-pay per prescription for brand name when generic is available;

\$10.00 co-pay per prescription for brand name where no generic is available or brand name is required by doctor;

\$5.00 co-pay per prescription for generic;

\$3.00 co-pay for mail order prescription, (per prescription, minimum 1 month, maximum 3 months, based on doctor's order).

(b) The prescription network is Medco II (CCN II Network).

The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The County will give notice to the Union of its intention to change any such coverage.

Qualified retirees as set forth in Section 4 below shall be eligible for the same prescription coverage.

Effective November 1, 2007:

- Retail pharmacy purchases shall be limited to thirty (30) day increments.
- Dispense-As-Written (DAW) Procedure – Physicians prescribing name brand drugs, when the generic equivalent is available must justify the DAW to the pharmacy.
- All current co-pays shall be maintained and mail-order shall remain a ninety (90) day supply.

Section 3. Dental Coverage:

Employees shall be covered by the County dental program with New Jersey Dental Service Plan Group No. 3238 (herein the base plan). The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

Effective January 1, 1996, employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1000.00. Employees shall also have an option to select coverage under the Delta Care Plan GHMO or Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer's cost of the base plan.

Effective November 1, 2007, the annual cap on the employee only basic dental plan shall be increased to \$2,000.

Section 4. Retiree Benefits:

A. The hospitalization insurance subsidy plan shall be maintained for all employees covered by the recognition clause of this collective agreement who retire subject to the following terms and conditions:

(1) Employees must have been actively employed by the Employer on or after July 1, 1987 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 Employer, 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 reasonable 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 hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Employer to verify that no other source of insurance coverage is provided for them.

(2) This benefit shall be applied to the hospital insurance plan which is provided to members of the negotiating unit. The Employer reserves the right to change insurance carriers or to change or modify coverage provided the coverage is substantially similar to the coverage then in effect.

(3) Upon implementation of this benefit, the Employer shall be obligated to subsidize the cost of the health insurance premiums for qualifying retirees of the health benefits set forth 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
Parent/Child Retiree Under 65	
Family Under 65	
H/W Over 65	\$276.77 per month
H/W Retiree Over 65	
H/W Spouse Over 65	
Family Over 65	\$442.88 per month
Family Retiree Over 65	\$477.85 per month
Family Spouse Over 65	
Parent/Child Retiree Over 65	\$338.69 per month

The remaining costs of the said health insurance plan shall be borne by the retiree.

B. In the event that the amount of the Employer's contribution is subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the event that the said health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

C. All employees who meet the eligibility to retire from the County of Union will be entitled to a pro-rated payout of all remaining sick and personal time in accordance with the provisions set forth in Exhibit A. An employee, who is retiring on a pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 5. Disability

The County agrees to pay one hundred (\$100) dollars per year per employee towards the cost of Short-Term Disability Insurance.

Section 6. Eye-Care Plan

Effective November 1, 2007, the VSP plan shall be implemented for employees only and the premium will be paid 100% by the County.

Section 7. Health Benefit Buyout Option

Effective November 1, 2007, the Health Benefit Buyout Option shall be increased to \$5,000 for Family Coverage and \$1,800 for Single Coverage from another source.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Union County Jail or **Juvenile Detention Center** and having the grievance adjusted without the intervention of the Union.

Section 2.

Grievance is defined as:

A. A claimed breach, misinterpretation, or improper application of the terms of this Agreement or,

B. A claimed violation, misinterpretation or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant

affecting the terms and conditions of employment.

Section 3.

Employees shall have the right to present their own grievances, individually or by their own attorney (at their expense) or to designate a Union representative to appear with them. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Union County Jail or Juvenile Detention Center and one Union representative who is an employee of the Public Safety Professional Staff throughout the grievance procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1: An aggrieved employee shall file a written and signed grievance with the immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days after the aggrieved employee should have reasonably known of its occurrence. Failure to file the grievance within the allotted time period shall be deemed to constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either the employee or the employer.

The immediate supervisor shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after any such meeting.

Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth at Step 1, the grievance shall be referred by the aggrieved to the Director, Union County Jail or

Juvenile Detention Center or his designee within 5 working days from the date a written decision was or should have been rendered at Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either party.

The Director, Union County Jail or Juvenile Detention Center or his designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after such meeting.

Step 3: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within 5 working days as set forth in step 2, the aggrieved employee may file the grievance together with all supporting documentation with the County Manager or his/her designee within 10 working days after the written decision was or should have been rendered at Step 2. Failure to file within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at this step at the request of either party.

The County Manager or his/her designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting, whichever is later.

The decision of the County Manager or his/her designee shall be final and binding as to all non-contractual grievances.

Step 4: Non-Discipline Contractual Grievances: If the aggrieved employee is not satisfied with the decision of the County Manager or his/her designee concerning a non-discipline contractual grievance, the Union may within 10 working days of the receipt of the decision, or

within 10 working days of when the decision should have been received, request binding arbitration, consistent with Department of Personnel laws, rules and regulations. If no such request is made within the stated time, the grievance shall be deemed to have been abandoned and waived and shall not be entitled to be submitted to arbitration.

A request for binding arbitration shall be initiated by mailing a written demand for such arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey with a copy of the demand being mailed to the County Manager and to the Director of the County Department of Personnel. The written demand shall request the New Jersey State Board of Mediation submit duplicate panels of arbitrators to the Union and to the County Manager so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

The decision of the arbitrator shall be binding and shall be in writing setting forth his findings of facts, reasons and conclusions on the issue(s) submitted.

The cost of the arbitrator shall be borne equally by the parties.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the Employer any obligation or liability not expressly assumed by the Employer under the provisions of this Agreement; nor may the arbitrator deprive the Employer of any right reserved, expressed or implied, by it for its benefit hereunder.

Section 4. Discipline/Discharge Grievances: Disciplinary charges against an employee are to be filed within 60 days of the incident except when criminal charges are pending or there is an internal or external investigation into the matter. Hearings on such charges must be held within ninety (90) days of when the charges are formally filed.

Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

(a) A permanent employee against whom disciplinary action has been taken which resulted in a suspensions or fine of more than five days at one time; suspension or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.

(b) The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in Section 4 (a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step Four of the Grievance Procedure.

(c) The Union, on behalf of a provisional employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step Four of the Grievance Procedure.

Section 5. Union Mailbox

The County shall provide a mailbox for the Steward to receive information affecting the Union members.

ARTICLE 18

EMPLOYEE RIGHTS

- (a). Minor Discipline shall not be considered for progressive discipline after 2 years.
- (b). Minor Discipline shall not be used as a consideration for promotion after 5 years.
- (c). Major and Minor Discipline will remain on file, but will not be used in consideration of, or for the purpose of any further discipline after three (3) years of a clean record of the same or similar issues
- (d). Employees shall only be disciplined for breaches in policies and procedures, or rules and regulations, which have been published, and distributed to the employees.
- (e). Employees 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 shall 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 file.
- (f). Discipline shall be progressive in nature and corrective in intent.
- (g). Discipline shall be for "Just Cause."
- (h). Letters of reprimand shall be deleted for disciplinary purposes after one year from the date of the letter of reprimand.

ARTICLE 19

DUES CHECK-OFF

Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from the second pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which deduction of Union dues is to be made.

Section 2.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative, Teamsters Local Union No. 102, affiliated with the International Brotherhood of Teamsters.

Section 3.

Any Employee in the Bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit, or the probationary period or the completion of a three (3) month period following the beginning of

employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

Section 4.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Board or the Union under the provisions of this Article.

ARTICLE 20

UNION BUSINESS

Section 1.

The Union shall advise the Employer in writing of the name of its representatives, the place of employment from which they are designated and the term for which they are to serve in the representative capacity.

Section 2.

The Union shall neither solicit members nor conduct any union business on the Employer's property during employer-assigned work schedules of either the representative of the Union or the employee(s) involved, except for the following:

- A. Collective negotiations.
- B. Time spent conferring with management or employees on specific grievances as specified in the grievance procedures, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict, the work assignments shall have priority.

Section 3.

Before any Union representative may leave his assigned duties for union business (as set forth above), permission shall be obtained from the immediate supervisor or his designee. When an authorized representative is excused from his assigned duties he/she shall:

- A. Notify the supervisor of any Employer facility visited on arrival;
- B. Notify his/her supervisor or designated representative upon return to the job;
- C. Record his/her time out and time in with the supervisor upon leaving and returning to the job.

Section 4.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the immediate supervisor, will be allowed by the Employer to take a total not to exceed in the aggregate, ten (10) days leave with pay per contract year to participate in union conferences, conventions, and to conduct other Union business.

ARTICLE 21

WORK RELATED INJURY

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

- (a) The employee shall notify his Department Head and the Personnel Office of the work related injury or illness.
- (b) If the County's Workers Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his or her full pay up to the first ninety (90) calendar days

following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the County any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period herein above shall be extended up to one hundred eighty (180) calendar days.

- (c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined, the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the County or the employee shall have the option to retain all such Workers' Compensation checks and not receive any additional monies from the County. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.
- (d) If the County's Workers' Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event, in order for an employee to receive any pay from the County he shall be obligated to charge his sick leave accumulation.
- (e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to employment so that the employee is not entitled to

receive temporary disability benefits the employee shall not have any charge made against sick leave accumulation so long as the employee substantially proves that the illness or injury arose out of his or her employment.

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

ARTICLE 22

HEALTH AND SAFETY

Section 1.

The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Chief Steward shall have the function of advising the Employer as to safety and health issues involving employees and he/she will propose solutions for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

Section 2.

When a health and safety violation occurs that requires corrective action, the Director, Union County Jail or Juvenile Detention Center will promptly notify, in writing, the Chief Steward of the problem. The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplication equipment.

Section 3.

The Employer will reimburse employees for completion of job related courses and will

provide training sessions and security devices for emergency situations.

Employees will be reimbursed for irreparable damage to clothing or glasses which occurs on the job by a person or persons in the custody of the employee sustaining the damage. The maximum reimbursement for which the County will be responsible will not exceed \$35.00 for clothing per incident and \$100.00 for glasses per incident.

Section 4.

The Employer will provide all equipment required by employees in the performance of their jobs. The Employer will make every reasonable attempt to:

- (a) Maintain comfortable room temperatures,
- (b) Maintain adequate humidity levels, and
- (c) Maintain and clean the ventilation system on a regular basis.

Section 5.

The Employer agrees not to utilize employee's Social Security numbers on Identification cards, time cards, or time sheets, and will keep the employee's Social Security number confidential.

Section 6.

Employees shall be given an annual Tuberculosis Test and provided with a Hepatitis "B" vaccination at no cost to the employee.

Section 7.

If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

Section 8.

A counselor from the Professional Staff shall be assigned to the Health and Safety Committee at the Union County Jail.

ARTICLE 23

SEVERABILITY

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provision should be restrained by any such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 24

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 25

EDUCATION ASSISTANCE

The County agrees to fund one hundred (100) hours of continuing education over five years, which is required for teachers by the State of New Jersey. The hours may be fulfilled either through seminars or courses. For those hours fulfilled through college level courses, payment

shall be for the entire tuition, not to exceed the Kean University rate for up to forty-five (45) hours per year, (one course per calendar year), not to exceed one hundred (100) hours over five years. All required fulfillment hours are subject to the approval of the Director of Youth Services. If approved, single-day seminars may be attended, with pay, during working hours. College level courses may not be attended during work hours.

Section 1.

Educational assistance will be provided to Social Workers for continuing education at \$50 per course and no more than ten (10) to fifteen (15) credits per year.

ARTICLE 26

FULLY-BARGAINED AGREEMENT

Section 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

ARTICLE 27

MISCELLANEOUS

Section 1.

Employees under this contract shall be considered “non-essential” in accordance with the Emergency Closing Policy, Resolution No. 391-01, for purposes of Weather Emergencies.

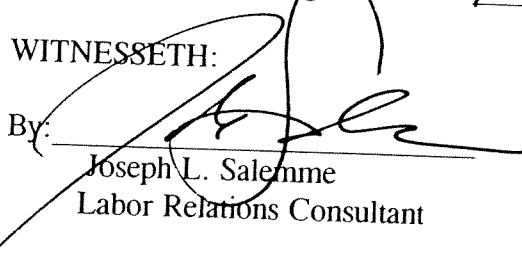
ARTICLE 28

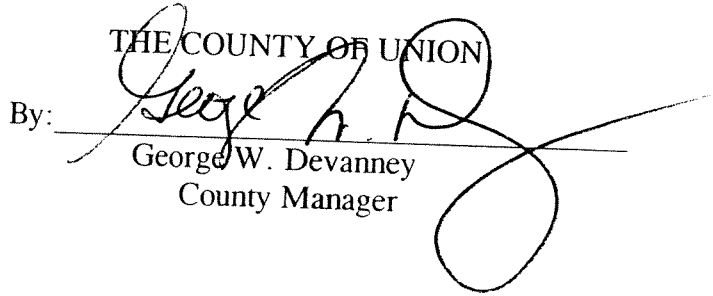
DURATION

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect through December 31, 2008. If either party wishes to reopen negotiations for a successor agreement, written notice to that effect must be given to the other party no sooner than 150 days nor later than 120 days prior to the expiration of this Agreement.

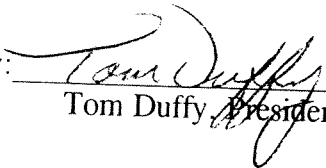
IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 3rd day of SEPTEMBER, 2008.

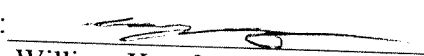
WITNESSETH:


By: 
Joseph L. Salemm
Labor Relations Consultant

By: 
THE COUNTY OF UNION
George W. Devanney
County Manager

WITNESSES FOR
TEAMSTERS UNION LOCAL NO. 102/
PUBLIC SAFETY PROFESSIONAL STAFF,
UNION COUNTY JAIL

By: 
Tom Duffy, President

By: 
William Karafel, Chief Steward

By: 
Lauri-Lei Phillip

By: 
Christopher Monaco

EXHIBIT A

COUNTY OF UNION
UNUSED SICK LEAVE
PAYMENT REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, 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 their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently 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 occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

- b. The amount shall be computed for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement.
 - c. Effective , January 1, 2002, employees who are eligible for this benefit and who have 25 or more years of service solely with the County of Union shall be compensated according to the following schedule:
 - 100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000
 - 201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500
 - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
 - over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
 - 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 leave was reportable and reported accordingly.
- 6) The time-keeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of

the appointing authority with proper security and verification for use and accrual.

- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

EXHIBIT B

SALARY GUIDE

EXHIBIT B**Teachers, Sr Penal Counselor and MSW***

Step	2005	2006	2007	2008
Min	40,275	41,584	42,935	47,851
1	41,874	43,235	44,640	49,611
2	43,473	44,886	46,345	51,371
3	45,072	46,537	48,049	53,132
4	46,671	48,188	49,754	54,892
5	48,271	49,840	51,460	56,652
6	49,870	51,491	53,164	58,412
7	51,469	53,142	54,869	60,172
8	53,068	54,793	56,573	61,932
9	54,667	56,444	58,278	63,692
10	56,266	58,095	59,983	65,452
11	57,865	59,746	61,687	67,212
12	60,330	62,592	65,096	68,972

*Or other related Masters Degree as approved by the Director

**Social Worker, Counselor Penal Institutions and
Recreation Program Coordinator**

Step	2005	Adjustmt	2006	2007	2008
Min	35,181	36,573	37,762	38,989	40,256
1	36,573	37,966	39,200	40,474	41,789
2	37,966	39,358	40,637	41,958	43,321
3	39,358	40,751	42,075	43,443	44,855
4	40,751	42,143	43,513	44,927	46,387
5	42,143	43,536	44,951	46,412	47,920
6	43,536	44,929	46,389	47,897	49,453
7	44,929	46,321	47,826	49,381	50,986
8	46,321	47,714	49,265	50,866	52,519
9	47,714	49,106	50,702	52,350	54,051
10	49,106	50,499	52,140	53,835	55,584
11	50,499	52,647	54,358	56,125	57,949
12	52,647	54,795	56,850	59,124	61,489

Teachers with Masters

Step	2005	2006	2007	2008
Min	42,417	43,796	45,219	46,689
1	44,017	45,448	46,925	48,450
2	45,616	47,099	48,629	50,210
3	47,215	48,749	50,334	51,970
4	48,814	50,400	52,038	53,730
5	50,413	52,051	53,743	55,490
6	52,012	53,702	55,448	57,250
7	53,611	55,353	57,152	59,010
8	55,210	57,004	58,857	60,770
9	56,810	58,656	60,563	62,531
10	58,409	60,307	62,267	64,291
11	60,008	61,958	63,972	66,051
12	62,494	64,838	67,431	70,128