



#909

AGREEMENT

BETWEEN

THE COUNTY OF UNION

AND

UNION COUNTY SHERIFF

AND

POLICEMEN'S BENEVOLENT ASSOCIATION,
SHERIFF'S SUPERIOR OFFICERS OF UNION COUNTY
LOCAL NUMBER 108, INC.

Effective: JANUARY 1, 1993 through JUNE 30, 1995

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AGREEMENT

PREAMBLE

This Agreement made this *1st.* day of *November* 199*4*,
by and between THE COUNTY OF UNION and the SHERIFF OF THE COUNTY
OF UNION, hereinafter called "Employer" and POLICEMEN'S
BENEVOLENT ASSOCIATION, SHERIFF'S SUPERIOR OFFICERS OF UNION
COUNTY, LOCAL NUMBER 108, INC., hereinafter called the "P.B.A."

WITNESSETH:

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

NOW, THEREFORE, in consideration of the promises 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 I

RECOGNITION

Section 1. The Employer hereby recognizes the
Policemen's Benevolent Association, Sheriff's Superior Officers
of Union County, Local Number 108, Inc., as the exclusive
negotiating representative for all of its Sheriff's Superior
Officers through and including the rank of Captain, at its
location at the Courthouse, Elizabeth, New Jersey, or some other
locations wherein such employees may be employed under the
jurisdiction of the Employer.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. Whenever the term "Employer", "Department Head, " or "Supervisor" shall be used throughout this Agreement, it shall mean and include the County Manager and the Sheriff and/or their designees, except as otherwise designated in this contract, as specifically may be provided in the New Jersey Statutes in such cases made and provided or the Administrative Code of the County of Union.

Section 2. Except as modified, altered or amended by the within Agreement, the Sheriff and/or his designee, shall not be limited in the exercise of his statutory management functions. The County Manager, the Sheriff and/or their designees, hereby retain and reserve unto themselves, without limitations, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the state of New Jersey, and the Constitution of the United States of America, including but without limitation, the following rights, privileges and functions:

(a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment except as limited herein.

(b) The Sheriff shall have the right to hire all employees and subject to rules and regulations to determine their qualifications and conditions for their continued employment or

their dismissal, or demotion, and to discipline for just cause, and to promote and transfer all such employee's, subject to the New Jersey Statutes and the Administrative Code of the County of Union.

(c) The Sheriff shall have the right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto except as modified by the terms of this Agreement.

Section 3. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Sheriff, the County Manager or other designee, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms are in conflict with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States, and the provisions of this contract.

Section 4. Nothing contained herein shall be considered to deny or restrict the Sheriff, the County Manager or their designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they pertain to the Sheriff and/or the County Manager form of government.

ARTICLE III

PAYROLL DEDUCTION OF P.B.A. DUES

Section 1. The Employer agrees to deduct from the salaries of each employee who is a member of the P.B.A., under the terms of this Agreement, dues for the Policemen's Benevolent Association, Sheriff's Superior Officers of Union County, Local No. 108, Inc., when same is authorized in writing by each such P.B.A. member. Individual authorization forms shall be filed by the P.B.A. with the appropriate business office of the Employer.

Section 2. An authorization for deduction of P.B.A. membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect dues from his or her salary during such absence. Upon return to employment at the termination of said leave the County shall continue to deduct dues from his or her salary in accordance with the payroll deduction program agreed upon by the parties.

ARTICLE IV —

SALARIES

Section 1. Effective November 1, 1993, all Superior Officers shall receive salaries as follows:

Sergeant	\$47,040
Lieutenant	\$52,685
Captain	\$56,373

Section 2. Effective April 1, 1994, all Superior Officers shall receive salaries as follows:

Sergeant	\$47,981
Lieutenant	\$53,739
Captain	\$58,038

Section 3. Effective November 1, 1994, all Superior Officers shall receive salaries as follows:

Sergeant	\$49,420
Lieutenant	\$55,350
Captain	\$60,331

Section 4. Effective January 1, 1995, all Superior Officers shall receive salaries as follows:

Sergeant	\$50,655
Lieutenant	\$56,734
Captain	\$61,840

Section 5. The County shall have the right to change the weekly pay from Thursday to Friday at such time as the County has made the appropriate administrative changes.

Section 6. Senior Officer. Effective June 30, 1995, the position of Senior Officer shall be established and compensated as follows:

(a) Employees with 20 or more years of service but less than 25 years of service as a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$500.00 per annum which shall be added to base salary but shall not be compounded by any percentage increase applied to base rate.

(b) Employees with 25 or more years of service as a Sheriff's Officer for Union county shall be entitled to Senior Officer pay in the amount of \$1,000.00 per annum in accordance with the provisions set forth herein.

ARTICLE V

LONGEVITY

Section 1. During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto, provided, however, that any person commencing full time continuous employment subsequent to January 1, 1973, shall not participate in nor be entitled to the benefits of the present County longevity program.

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

ARTICLE VI

PENSION AND WELFARE

Section 1. The Employer will cover all employees covered by this Agreement under the Public Employees Retirement System, provided, however, those employees covered by the 1944 Pension Act shall continue to be covered by that Act and any pension option reserved by law to the employee, shall, if exercised, be observed by the Sheriff.

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Section 2. The Employer shall continue to provide all employees covered under the terms of this Agreement and their dependents with medical, hospital and major medical coverage under the County's insurance plan. The above medical and hospital insurance, with major medical coverage, shall be at the sole expense of the Employer, except as otherwise provided herein.

Section 3. Effective October 1, 1994, the following changes shall be applied to the existing hospitalization coverage.

(a) Deductibles shall be increased from \$100 to \$200 per employee per year and from \$200 to \$400 per year for dependents.

(b) Major Medical co-payments shall be increased from 80%/20% of \$2,000 to 80%/20% of \$5,000.

(c) Pre-Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSOP) with 50% cutbacks shall be implemented.

(d) Effective June 30, 1995, there shall be a \$10.00 co-pay per month for dependent health care insurance to offset any cost increases in dependent coverage for the insurance year 1994/1995 over 1993/1994.

Section 4. Prescription Plan.

(a) All employees covered by the terms of the within Agreement shall be included in a Drug Prescription Plan, the premium not to exceed Eighty-Five (\$85.00) Dollars per year, to be paid by the County of Union, which shall provide for a member and his family to be covered by the Plan with a maximum co-

payment charge or deductible cost to each employee of not more than Two (\$2.00) Dollars per prescription. The names of the participating pharmacies and the exclusions of said Plan are more particularly delineated in the Plan. In successor years if there is any increase in premium over the Eighty-Five (\$85.00) Dollars, hereinabove provided, the same shall be paid by the employee.

(b) Effective October 1, 1994, the deductibles for the prescription drug program shall be modified from \$2.00 per prescription to \$5.00 per prescription for brand name; \$3.00 per prescription for generic and no co-pay for mail order. Also effective October 1, 1994, there shall be no flow-through of prescription deductibles to major medical insurance.

Section 5. Dental Plan.

The County shall include all employees covered by the terms of the within Agreement in a Basic Dental Plan covering employees only. The premium for the said Basic Plan shall not exceed Fifty (\$50.00) Dollars per year, to be paid by the County of Union and the Plan shall provide coverage for the employees only.

Section 6. Retiree Insurance.

Effective January 1, 1986, there shall be a hospitalization insurance subsidy plan upon retirement for employees covered by the recognition clause of this Agreement subject to the following terms and conditions:

(a) Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; 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 hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

(b) Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the negotiating 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 effect at the time of this Contract.

(c) Subsidy: Upon implementation of this benefit, the County shall be obligated to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$35.29 per month
H/W Under 65	\$155.57 per month
P/C Retiree	
Family Under 65	
H/W Over 65	\$71.55 per month
H/W Retiree Over 65	\$87.16 per month
H/W Spouse Over 65	
Family Over 65	\$127.81 per month
Family Retiree Over 65	\$149.86 per month
Family Spouse Over 65	
P/C Retiree Over 65	\$104.14 per month

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

(d) 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 Hospital Insurance Plan is changed or modified in any way, the new Plan shall apply to the retirees.

ARTICLE VII

VACATIONS

Section 1. Vacation Eligibility.

(a) 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.

(b) Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.

(c) Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.

(d) Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.

(e) Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.

(f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty-one (21) working days vacation each year.

(g) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year plus one (1) additional day per completed year of service above 25 years of service to a maximum of 30 days of vacation.

Section 2. Part-time employees shall receive vacation credit allowance on a prorated basis in accordance with Section 1 above.

Section 3. Employees covered by this Agreement shall submit their request for a vacation on or before January 31 for each year and the Sheriff shall post a vacation schedule for all employees covered hereunder by March 31st.

Vacations will be taken in five (5) day minimum periods. Lesser amounts may be taken when used in conjunction with a holiday week to complete a five (5) day period (Monday-Friday) if taken from October through May. Lesser amounts may also be taken in an emergency subject to approval by the Sheriff.

The Sheriff agrees that consistent with the needs of his Department and subject to his approval, vacations for employees covered hereunder normally shall be scheduled from the second week in June to Labor Day.

Upon prior approval by the Sheriff, employees covered hereunder may add earned, accumulated compensatory time to their vacation period. The parties understand and agree that arrangements for addition of compensatory time to vacation shall be made sufficiently in advance to insure that all staffing requirements of the Department are adequately met.

Employees will continue to be permitted to utilize up to four (4) vacation days per year as floating days, taking one (1) day per quarter, provided there is sufficient manpower and three (3) days prior notice is given to the Sheriff's office.

Section 4. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 5. An employee who is retiring on pension based upon length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6. 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 his death.

Section 7. If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 8. Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9. If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final paycheck.

Section 10. Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of pressure of work, in which case, unused

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vacations may be carried forward into the next succeeding year only.

ARTICLE VIII

RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise specifically provided to the contrary in this Agreement, all rights, privileges and benefits which employees of the Employer have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement, including, but not limited to, any rights, benefits and privileges bestowed upon employees of the Employer by the laws of the United States or the laws of the State of New Jersey.

ARTICLE IX

NO STRIKES OR LOCKOUTS

Section 1. Participation by any employee covered by the terms of this Agreement in a strike, or a refusal to perform duties because of a contract dispute shall be just cause for disciplinary action.

Section 2. No lockout of employees shall be instituted by the Sheriff, the County Manager or their designated representatives and their administrative staff during the term of this Agreement. The P.B.A. agrees that during the term of this Agreement neither it, nor its officers, employees or members, will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism, or any such similar actions which would involve

suspension of, or interference with the normal work-related activities carried on by the Sheriff or his designated representative.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined to be a claimed violation of the terms of this Agreement or the interpretation or application of any policy or administrative decision which violates the terms of this Agreement.

Section 2. The time limits specified in the steps in this grievance procedure shall be construed as a maximum. Any grievance not processed within the stated time period shall be deemed waived and abandoned. However, these time limits may be extended upon written mutual agreement between the parties.

Section 3. A grievance may be initiated by an individual, a group of employees or by the PBA. The PBA shall be notified of and shall have the right to be present at all stages of the grievance procedure.

Section 4. Should a grievance as defined herein arise between an employee(s) and the employer, the following procedure shall be followed:

Step 1: The grievance shall first be discussed with the employee's immediate supervisor (undersheriff) either directly or with the PBA's designated representative for the purpose of resolving the matter informally.

A grievance must be presented at Step 1 within seven (7) work days from the date the grievant knew or should have known of the facts which gave rise to the grievance.

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 presentation of that grievance at Step 1, the aggrieved may file a grievance in writing with the Sheriff of Union County or his designated representative within ten (10) working days after receipt of the answer at Step 1 or after the time when said answer should have been received. A meeting on the grievance shall be held between the Sheriff or his designated representative and the aggrieved party together with the PBA's designated representative not later than ten (10) working days from the date of the filing of the grievance in writing with the Sheriff. The Sheriff will render his decision in writing within ten (10) working days after the meeting concerning the grievance.

Step 3: If a satisfactory settlement is not reached at Step 2, the PBA may file for binding arbitration by sending a written request for same to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fifteen (15) days of the receipt of the answer in Step 2 or within fifteen (15) days of when the answer in Step 2. should have been received. Copies of the written request for arbitration shall be given to the Sheriff and to the Director of Personnel for Union County.- The arbitration shall be conducted pursuant to the rules

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and regulations of the New Jersey State Board of Mediation then in effect.

The fees and expenses of arbitration shall be borne equally by the County of Union and PBA Local 108.

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

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

The cost of a stenographic record which may be made and transcripts thereof shall be paid for by the party ordering same.

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.

The arbitrator will be required to issue a decision within 30 calendar days from the date of the close of hearing. The arbitrators decision shall be in writing and will set forth findings of fact and conclusions on the issues submitted. The decision of the arbitration shall be final and binding upon the parties.

Any grievance meeting and/or arbitration hearing as provided for herein shall be conducted in private and shall include only the grievant and/or his representative, the Sheriff, the Director of Personnel of Union County and/or their representative.

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ARTICLE XI

HOURS OF WORK

Section 1. The normal hours of work for all employees employed by the Employer, shall consist of seven and one-half (7-1/2) hours of work per day and thirty-seven and one-half (37-1/2) hours of work per week Monday to Friday. The work week is from 12:01 a.m. Saturday to 12:00 midnight Friday.

Employees shall not be assigned a specific lunch break, but may be entitled to take a lunch break if so permitted by the Court or by the Sheriff.

Effective July 2, 1994, the normal hours of work shall consist of 8 hours of work per day and 40 hours of work per week, from 12:01 A.M. Saturday to 12:00 Midnight Friday.

Section 2. The Sheriff may continue to use a schedule of 4-days-on, 3-days-off for a Court Entrance Security Squad. (The 4-3 shift may encompass non-court functions such as entrance security, search and rescue and warrants). The work day shall be 9 hours and 20 minutes until July 2, 1994 at which time it shall be 10 hours from 12:01 A.M. Saturday until 12:00 Midnight Friday.

Section 3. Employees assigned to the late shift shall receive a shift differential in the amount of \$30.00 per week.

ARTICLE XII

OVERTIME

Section 1. Each employee who is specifically assigned by the Sheriff or his designated representative to work in excess of his or her regularly scheduled work day shall be paid overtime at

the rate of straight time his regular rate of pay until forty (40) hours of work have been completed. Employees shall not be paid overtime unless such overtime is authorized by the Sheriff or his designated representative. If, however, employees are directed by the Court to remain on duty after normal quitting time and the employees are unable to secure prior approval from the Sheriff for this extra work, such extra work will be paid for pursuant to the overtime provisions of this Agreement.

Section 2. Employees covered by this Agreement shall be paid overtime at the rate of time and one-half his or her regular rate of pay for all hours worked in excess of forty (40) hours of work per week.

For purposes of this Article, paid time off for sick leave, personal day, vacation, holiday, or death in the family shall constitute a normal day (7-1/2 hours, or effective 7/2/94, 8 hours) of work.

Authorized time off for Union or P.B.A. business during normal working hours shall constitute time worked.

Section 3. All overtime shall be paid by the end of the week following the week in which the voucher for such overtime is submitted.

Section 4. There shall be no pyramiding of overtime.

Section 5. All foreseeable overtime, exclusive of courtroom overtime, shall be equally distributed based upon seniority and ability to perform the work required to be done. Employees with the rank of Lieutenant or the rank of Captain

waive their right to overtime, except as such overtime may be assigned by the Sheriff or his designee.

ARTICLE XIII

CALL-IN

Section 1. Effective June 1, 1994, an employee who is called in to duty outside of his or her regularly scheduled work shift shall be compensated at the overtime rate of pay for time actually worked with a minimum of 3 hours pay at such overtime rate. This call in provision shall not apply to overtime required at the end of a regular tour of duty.

ARTICLE XIV

HOLIDAYS

Section 1. The Employer has designated the following days as holidays for the year 1993:

- | | |
|----------------------------------|--|
| 1. New Year's Day | Friday, January 1, 1993 |
| 2. Martin Luther King's Birthday | Monday, January 18, 1993 |
| 3. Lincoln's Birthday | Friday, February 12, 1993 |
| 4. Washington's Birthday | Monday, February 22, 1993 |
| 5. Good Friday | Friday, April 9, 1993 |
| 6. Memorial Day | Monday, May 31, 1993 |
| 7. Independence Day | Sunday, July 4, 1993
(celebrated Mon. July 5, 1993) |
| 8. Labor Day | Monday, September 6, 1993 |
| 9. Columbus Day | Monday, October 11, 1993 |
| 10. Election Day | Tuesday, November 2, 1993 |
| 11. Veteran's Day | Thursday, November 11, 1993 |
| 12. Thanksgiving Day | Thursday, November 25, 1993 |
| 13. Day After Thanksgiving Day | Friday, November 26, 1993 |
| 14. Christmas Day | Saturday, December 25, 1993
(celebrated Fri. Dec. 24, 1993) |

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Section 2. The Employer has designated the following days as holidays for the year 1994:

1. New Year's Day Saturday, January 1, 1994
(celebrated Fri. Dec. 31, 1994)
2. Martin Luther King's Birthday Monday, January 17, 1994
3. Lincoln's Birthday Saturday, February 12, 1994
4. Washington's Birthday Monday, February 21, 1994
5. Good Friday Friday, April 1, 1994
6. Memorial Day Monday, May 30, 1994
7. Independence Day Monday, July 4, 1994
8. Labor Day Monday, September 5, 1994
9. Columbus Day Monday, October 10, 1994
10. Election Day Tuesday, November 8, 1994
11. Veteran's Day Friday, November 11, 1994
12. Thanksgiving Day Thursday, November 24, 1994
13. Day After Thanksgiving Day Friday, November 25, 1994
14. Christmas Day Sunday, December 25, 1994
(celebrated Mon. Dec. 26, 1994)

Section 3. The Employer has designated the following days as holidays for the year 1995:

1. New Year's Day Sunday, January 1, 1995
(celebrated Mon. Jan. 2, 1995)
2. Martin Luther King's Birthday Sunday January 15, 1995
(celebrated Mon. Jan. 16, 1995)
3. Lincoln's Birthday Sunday, February 12, 1995
(celebrated Mon. Feb. 13, 1995)
4. Washington's Birthday Monday, February 20, 1995
5. Good Friday Friday, April 14, 1995
6. Memorial Day Monday, May 29, 1995
7. Independence Day Tuesday, July 4, 1995
8. Labor Day Monday, September 4, 1995
9. Columbus Day Monday, October 9, 1995
10. Election Day Tuesday, November 7, 1995
11. Veteran's Day Saturday, November 11, 1995
(celebrated Fri. Nov. 10, 1995)
12. Thanksgiving Day Thursday, November 23, 1995
13. Day After Thanksgiving Day Friday, November 24, 1995
14. Christmas Day Monday, December 25, 1995

Section 4. If an employee is called in to work on a regularly scheduled holiday, he shall be paid for the holiday plus time actually worked.

Section 5. The Employer agrees to reduce the staff of employees covered by this Agreement to one-half (1/2) when the Courts are closed during the Christmas recess, New Year's recess, and Easter recess if declared. Said reduction is to be implemented as follows:

(a) There will be posted a list designating one-half (1/2) of the employees covered by this Agreement to receive time off with pay during the Christmas recess and the other one-half (1/2) of the employees covered by this Agreement to receive time off with pay during the New Year's recess. Employees may interchange their designated time off consistent with the needs of the Court and upon prior approval of the Sheriff. Employees may request their appropriate time off two (2) weeks in advance of the Christmas and New Year's recess.

(b) It is understood and agreed that court recess and permissive time off are declared and/or controlled by the Judiciary. When a recess is declared and permissive time off is given for the recess, it is understood and agreed that one-half (1/2) of the personnel covered by this Agreement must be working at all times. When the recess is declared and the recess is for an even amount of days, then the personnel covered by this Agreement shall select their preferences among themselves for one-half (1/2) time off for the recess. When a recess is for an

odd number of days, then the least senior half of the personnel covered by this Agreement shall have the preference for the extra or odd day and the next time a recess is declared for an odd day then the most senior half of the personnel covered by this Agreement shall have the preference for the odd or extra day. From recess to recess, the preference for odd days shall be rotated as hereinabove set forth.

(c) Anything herein stated to the contrary notwithstanding, recess schedules are controlled by the Judiciary and not by the Employer and if the Judiciary does not declare a recess, as hereinabove provided for, no claim for recess time off may be made by an employee.

ARTICLE XV

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 (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 Sheriff. The leave may only be taken if the Sheriff 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:

- i. one (1) day after four (4) months of employment;
- ii. one (1) additional day after eight (8) months of employment;
- iii. the third (3rd) day may be granted between the tenth (10th) and twelfth (12th) month of employment.

Section 2. 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 3. Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.

ARTICLE XVI

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. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the Employer.

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(609) 580-1776

ARTICLE XVII

PERSONAL INJURY LIABILITY INSURANCE

The Employer shall provide personal injury liability insurance and false arrest coverage up to \$1,000,000.00 for all employees.

ARTICLE XVIII

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. The P.B.A. or any of its agents, shall not intimidate or coerce employees into membership.

ARTICLE XIX

EQUAL EMPLOYMENT

The Employer and the Union 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 XX

MISCELLANEOUS

Section 1. Nothing herein shall prevent the parties from meeting for the purpose of reviewing problems which exceed the scope of the Sheriff's authority except that this Agreement may

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not be modified, altered, or changed without the mutual agreement of the parties hereto.

Section 2. The Sheriff agrees that he will provide the net amount of accumulated unused sick leave to each employee covered hereunder on or before January 31st for the preceding calendar year during the term of this Agreement.

Section 3. The Sheriff agrees to provide all employees covered hereunder who work nine (9) consecutive hours and who are required to remain on duty until 6:00 p.m. with a meal allowance of Eight (\$8.00) Dollars or with a meal. Effective July 2, 1994, those employees regularly scheduled to work 10 hours per shift must work in excess of 10 hours to be entitled to a meal allowance.

Section 4. In the event that the Union County Court system adopts a "night court" session during the term of this Agreement, the impact of such change shall be the subject of negotiations.

Section 5. In the event that there is a change in structure of the Union County Sheriff's office by reason of promulgation of new rules and regulations by the New Jersey Department of Personnel during the term of this Agreement, the impact of any such change in structure shall be the subject of negotiations.

Section 6. Payment for the attendance of approved seminars/conferences shall be pursuant to County Policy PIB 1-01-01.

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ARTICLE XXI

CLOTHING

Section 1. The Employer agrees to provide the following amounts per year for each employee covered by this Agreement for clothing and special equipment required for the job:

Effective January 1, 1993, Three Hundred (\$300.00) Dollars;

Effective January 1, 1994, Three Hundred and Seventy-Five (\$375.00) Dollars;

All clothing and special equipment provided hereunder must conform to regulations established by the Sheriff.

Section 2. Employees covered by this Agreement shall be entitled to the following clothing maintenance allowance which includes cleaning and repair of the same:

Effective January 1, 1993, Three Hundred and Fifty (\$350.00) Dollars.

Effective January 1, 1994, Four Hundred Twenty-Five (\$425.00) Dollars.

Effective January 1, 1995, Five Hundred (\$500.00) Dollars.

ARTICLE XXII

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision shall cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in

full force and effect. The parties shall immediately meet to negotiate concerning the Article or Section declared invalid.

ARTICLE XXIII

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of 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 funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE XXIV

ON THE JOB INJURY

Section 1. If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedure shall be applicable:

(a) The employee shall notify the Sheriff 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 full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days

if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinafter defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's 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 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 sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regularly scheduled shift, the attendance at the doctor's office or medical center during his regularly scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

Section 2. An injured or ill employee (work or non-work related) may request to be temporarily assigned to a duty other than his/her normal duty, subject to medical approval by the employee's physician and the availability of suitable work. The ultimate determination whether or not to temporarily assign such an employee shall be in the sole discretion of the Sheriff.

ARTICLE XXV

SICK LEAVE

Section 1. Sick leave may be used by employees who are unable to work because of:

- (a) Personal illness or injury;
- (b) Exposure to contagious disease;
- (c) Care, for a reasonable period of time, of a

seriously ill member of the employee's immediate family (defined herein 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 relatives residing in the employee's household);

(d) Death in the employee's immediate family, for a reasonable period of time.

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 County.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his 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 only receive one (1) working day for the initial month of employment if they begin on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.

(b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of

continued employment, employees shall be credited with fifteen (15) 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 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.

(g) 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.

Section 5.

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) 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 (1) day or less, only

one (1) submission of such proof shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

i. In the 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 of 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 return to duty, to be examined, at the expense of the agency, by a physician designated by the appointment authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 6. The County agrees to maintain 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 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.

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

(c) Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of \$7,000.00.

Effective January 1, 1991, the age requirement of fifty-five (55) years shall be eliminated and the maximum payment hereunder shall be increased to Ten Thousand (\$10,000.00) Dollars.

Effective January 1, 1993 the ratio on buyout of sick leave shall be modified to one (1) day for every three (3) days of accumulated unused sick leave upon retirement. Exhibit A annexed to this Contract shall be deemed amended accordingly.

ARTICLE XXVI

P.B.A. PRESIDENT

Effective upon the execution of this Contract, the President of the P.B.A. Sheriff Superior Officers, Local 108, upon receiving prior approval by the Sheriff, or an Undersheriff, shall be given reasonable time off to handle grievances, negotiations, and other P.B.A. business during normal working hours.

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ARTICLE XXVII

DURATION

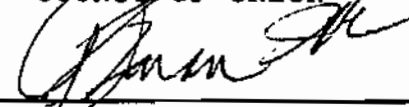
This Agreement shall become effective on January 1, 1993, except where otherwise indicated, and shall terminate on June 30, 1995. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days or more than one hundred and twenty (120) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

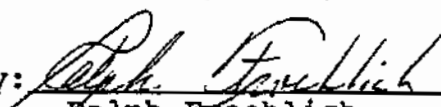
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:


CLERK OF THE BOARD


COUNTY OF UNION

By: 
Ann M. Baran
County Manager

By: 
Ralph Froehlich
Sheriff of Union County

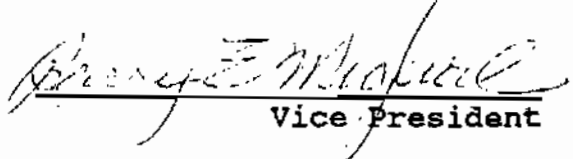
POLICEMEN'S BENEVOLENT ASSOC.
SHERIFF'S SUPERIOR OFFICERS OF
UNION COUNTY, LOCAL NUMBER 108,
INC.

ATTEST:

By: 
President

APPROVED AS TO FORM


County Attorney


Vice President

Law Offices
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
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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 re-enter 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 of 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 layoff shall be credited with sick leave accrued before separation and after return to employment.
- b) The amount shall be computed at the rate of 1/2 the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.00.
- 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 on the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

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:

- a) Sick leave days were earned by all employees within that class title on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days per calendar year thereafter.
- b) Proof of need of sick leave usage was required when sick leave exceeded at least five (5) consecutive days or a total of ten (10) days within one (1) calendar year.

- c) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- d) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- e) All sick leave was reportable and reported accordingly.
- f) The timekeeping procedure required certification of the accuracy of the employees pay time.
- g) 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.
- h) All records are available for inspection.
- i) 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.

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