

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF UNION**  
**AND**  
**POLICEMEN'S BENEVOLENT ASSOCIATION,**  
**UNION COUNTY SUPERIOR CORRECTION**  
**OFFICERS, LOCAL 199A, INC.**

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**Effective: JANUARY 1, 2010 THROUGH DECEMBER 31, 2012**

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**PREAMBLE**

This Agreement made this 20<sup>th</sup> day of FEBRUARY, 2014 between THE COUNTY OF UNION (hereinafter called "Employer" or "County") and PATROLMEN'S BENEVOLENT ASSOCIATION, UNION COUNTY SUPERIOR CORRECTION OFFICERS LOCAL NO. 199-A, INC. (hereinafter called the "S.O.A.").

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

Now, therefore, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the S.O.A. as follows:

**ARTICLE 1**

**RECOGNITION**

**Section 1.**

The Employer hereby recognizes the Patrolmen's Benevolent Association, Superior Correction Officers of Union County, Local No. 199-A, Inc., as the exclusive representative for all its Superior Correction Officers with the rank of Captain (effective as of January 1, 1996), Lieutenant and Sergeants in the Union County Jail at its locations in the Court House and in the Sheriff Ralph Oriscello Correctional Facility, Elizabeth, New Jersey.

**ARTICLE 2**

**PAYROLL DEDUCTION OF S.O.A. DUES AND REPRESENTATION FEE**

**Section 1. PBA Dues.**

- A. The Employer agrees to deduct from the salary of each employee who is a member of the S.O.A. under this Agreement, dues and assessments for the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc., when authorized

in writing to do so by each S.O.A. member. Individual authorization forms shall be filed by the S.O.A. with the appropriate business office of the Employer.

- B. The amount of monthly S.O.A. membership dues will be certified by the president of the S.O.A. in writing to the Employer and the amount so certified will be uniform for all members of the S.O.A.
- C. Any member may resign from the S.O.A. effective January 1st or July 1st, pursuant to and in accordance with the requirements of N.J.S.A. 52:14-15.9E. In the event the member fails to notify the Employer on January 1st or July 1st of any year to cease dues deductions such deduction shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee in writing to the Finance Department and to the S.O.A. The Employer shall forward a copy of the employee's written request of notice to withdraw to the S.O.A. prior to termination of dues deduction.
- D. In accordance with the applicable provisions of N.J.S.A. 52:14-15.9E, the rights and benefits herein set forth shall apply and be extended to the S.O.A. (which is the duly certified majority representative) solely and exclusively and shall not be afforded to any other employee organization.

**Section 2. Representation Fee**

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

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

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

- B. The representation fee in lieu of dues shall be available to the S.O.A. only if the procedures hereinafter are maintained by the P.B.A.

Any non-union employee who pays a representation fee to the S.O.A. in lieu of dues shall have the right to demand and receive from the S.O.A. a return of any part of the representation fee paid by the employee which represents the employee's additional pro-rata share of expenditures by the S.O.A. that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefit available only to members of the S.O.A. The employee shall be entitled to a review of the amount of the representation fee by requesting the S.O.A. to substantiate the amount charged for the representation fee. This review shall be accorded in conformity with the internal steps and procedures established by the S.O.A. and contained in paragraph C of this Article. The S.O.A. shall submit a copy of the review system to the County. The deduction of the representation fee shall be available only if the S.O.A. establishes and maintains this review system. Pursuant to N.J.S.A. 34:13A-5.5, the S.O.A. shall be entitled to a representation fee in lieu of dues in the amount not to exceed eighty-five percent (85%) of the regular membership dues, fees and assessments of the S.O.A.

C. Any individual making a claim for a return of any part of his/her representation fee shall file such a claim in writing by certified mail return receipt requested to the president of S.O.A., Local 199A, 15 Elizabethtown Plaza, Elizabeth, New Jersey 07204. The claim shall be referred to the S.O.A.'s Executive Board, or subcommittee thereof, which shall hold a hearing on such claims. At such hearing, the S.O.A.'s Executive Board, or subcommittee thereof, shall receive evidence pertaining to expenditures by the S.O.A. to which the employee objects or which are deemed to be an aid of activities or causes of a partisan, political or ideological nature. The amount subject to refund shall not, however, reflect the cost of supporting lobbying activities designed to foster the S.O.A.'s objectives in collective bargaining negotiations and contract administration which secure for employees represented by the S.O.A advantages in wages, hours, terms and conditions of employment in addition to those secured through collective negotiations with the County. The S.O.A. shall provide advance written notice of the amount of the fair share fee assessment to the Public Employment Relations Commission, the Employer and to all employees in the bargaining unit. Any challenge by an employee to an assessment shall be in writing to the Public Employment Relations Commission, the County and the S.O.A. within thirty (30) days after receipt of written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the S.O.A.

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

Public Employment Relations Commission.

**Section 3.**

Authorization for the deduction of S.O.A. membership dues or the deduction of the representation fee in lieu of membership dues shall be terminated automatically when an employee is removed from employment. Where an employee takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the Employer to collect funds from his/her salary in accordance with the payroll deduction program agreed upon by the parties under this Article.

**Section 4.**

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

**ARTICLE 3**

**MANAGEMENT RIGHTS**

**Section 1.**

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



**ARTICLE 4**  
**EMPLOYEE RIGHTS**

**Section 1.**

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

**Section 2.**

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

**Section 3.     Departmental Investigations**

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1.     The interrogation of an officer shall be at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise.
2.     The interrogation shall take place at a location designated by the Director or his/her designee.

3. The officer will be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the officer of the allegations should be provided. If it is known that the officer is being interrogated as a witness only, he/she should be so informed at the initial contact.
4. The questioning will be reasonable in length. Fifteen (15) minutes time will be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. The officer will not be subject to any offensive language, or threatened with transfer, dismissal or other disciplinary punishment. No promise of reward will be made as an inducement to answering questions.
6. At every stage of the proceedings, the Jail Administration will afford an officer, if requested, the opportunity to consult with counsel and/or his/her S.O.A. representative prior to being questioned concerning a violation of the rules and regulations. However, such request will not delay the interrogation beyond two (2) hours for consultation with the Officer's S.O.A. representative, unless an emergency exists.
7. In cases other than departmental investigations, if an officer is under arrest or if he/she is a suspect or the target of a criminal investigation, the employee shall be given his/her right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Administration or its officers the ability to conduct the routine and daily operations of the Union County Jail.
9. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

10. Under no circumstances shall an employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.
11. A targeted Officer shall be notified of the findings and investigation results in writing within fifteen (15) days of the conclusion of the Internal Affairs investigation.
12. When an Officer is involved in a critical incident, he shall be immediately removed from the area or as soon thereafter as possible if he requests medical treatment or evaluation.

**Section 4.**

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

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

**ARTICLE 5**

**NO STRIKE**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**ARTICLE 6**

**GRIEVANCE PROCEDURE**

**Section 1.**

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment. Any matter which is the proper subject of a grievance may be submitted to arbitration in accordance with the provisions of the Article if it is not resolved through the grievance procedure, except matters subject to the rules and regulations of the New Jersey Department of Personnel.

**Section 2.**

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

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

**Step 2.** If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that

grievance at Step 1, the aggrieved party may file a grievance in writing with the Director of the Division of Correctional Services or his designee. The S.O.A. will make a reasonable effort to include in the written grievance a brief statement of the facts that constitute the grievance. A hearing or, if mutually agreed upon, a meeting on the grievance shall be held between the Director of the Division of Correctional Services or his/her designee and the aggrieved party and the S.O.A.'s designee within five (5) working days after it has been presented. The Director of the Division of Correctional Services or his/her designee will render a decision in writing within five (5) working days after the meeting or hearing is held.

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

**Step 4. Arbitration.** If a satisfactory settlement is not reached in the Third Step and the grievance does not involve a matter which is subject to review by the New Jersey Department of Personnel, and if the Executive Board of the S.O.A. determines that the grievance as filed is meritorious, the S.O.A. may request arbitration in writing within ten (10) working days after the answer is given by the County Manager or within ten (10) days from the date the County Manager's decision should have been given, whichever is sooner, or the grievance shall be deemed to be waived. The parties agree to utilize the panel maintained for grievance arbitration by the Public Employment Relations Commission. The rules specified by the Public Employment Relations

Commission shall be applied.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

In the event of arbitration, the Arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this Agreement.

**Section 6.**

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

**Section 7.**

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

**Section 8.**

Any employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the S.O.A. When an employee is not represented by the S.O.A., the S.O.A. shall be notified and shall have the right to be present and state its views at all stages of the grievance procedure.

**Section 9.**

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

**ARTICLE 7**

**HOURS OF WORK**

**Section 1.**

Each officer shall be assigned a normal workweek of forty (40) hours consisting of three (3) consecutive days of eight (8) hours per day and a fourth consecutive day of sixteen (16) hours, in accordance with Article 7, Section 3, followed by three (3) consecutive days off. An exception to this schedule can be made for administrative Sergeants and Lieutenants.

**Section 2.**

Effective November 1, 1997, the standard workweek shall be forty (40) hours, however, a mandatory additional twenty minutes per day will be worked to accommodate line-up or shift briefing time. The additional twenty minutes per day is exclusive of the standard workweek, and shall be paid at straight time. The standard workweek and the additional twenty minute shift briefing will together equate to 2,167 hours per annum and is reflected as such in the base pay rates established in Article 8 of the Agreement. In the event that the parties agree that the shift briefing time is no longer needed, base salaries shall be reduced in proportion to the reduction in time. The

starting time will include a ten minute line-up before the shift and a ten minute line-up after the shift. Standard shift times shall be:

|              |                         |
|--------------|-------------------------|
| First Shift  | 7:10 a.m. to 3:10 p.m.  |
| Second Shift | 3:10 a.m. to 11:10 p.m. |
| Third Shift  | 11:10 p.m. to 7:10 a.m. |

**Section 3. Shift Breaker**

Effective November 1, 1997, one Lieutenant may be scheduled three days on one shift and two days on a different shift.

**Section 4.**

Effective January 1, 2001, all employees will be required to complete forty (40) hours of annual training. A training day consists of a single eight (8) hour day or any portion thereof. The forty (40) hours will be used for training purposes only and will not be used to cover overtime assignments. Training will not be conducted at an officer's work station unless the training relates to equipment or procedures specifically related to the post and requires that the officer be trained at the work station site. The Administration will make every effort to schedule training on an Officer's regular work day. The Administration has the sole right to determine what constitutes training.

**Section 5.**

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



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

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

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

## ARTICLE 8

### SALARIES

#### Section 1.

Employees covered by this agreement who retired between January 1, 2010, and the effective date of this agreement, shall receive retroactively increases in pay provided in the salary scale hereinafter set forth. Employees on leaves of absence without pay or suspension without pay shall receive pro-rata retroactive pay for the period of time they returned to active service. Employees who were terminated for cause or otherwise terminated their employment with the County prior to the effective date of this agreement shall have no entitlement to any retroactive pay increases.

#### Section 2.

Base salaries for officers covered by this Agreement shall be increased as follows:

- |    |  |                                 |
|----|--|---------------------------------|
| A. | Effective and retroactive to January 1, 2010 | 0%                              |
| B. | Effective and retroactive to January 1, 2011 | 2.25%                           |
| C. | Effective and retroactive to January 1, 2012 | 2.5%                            |
| D. | Effective December 31, 2012                  | \$870 added to maximum base pay |

Current supervisors shall receive the salaries set forth in Exhibit C, attached hereto. Rank

and file officers hired prior to January 1, 2011 and promoted into the unit on or after October 1, 2012 shall receive the salary levels as set forth in Exhibit C-1, attached hereto. Rank and file officers hired after January 1, 2011 and promoted into the unit on order after October 1, 2012 shall receive the salary levels as set forth in Exhibit C-2, attached hereto.

**Section 3.**

There shall be a 15% on call stipend for Captains. The Stipend shall be divided by the number of Captains. Accordingly, if there are 4 Captains the stipend shall be 3.75%, 3 Captains 5% and 2 Captains 7.5%. The Captain salary shall be increased as set forth in the attached salary guide as compensation for the on-call assignment. If the on-call assignment is eliminated in the future, the Captain salary shall be reduced accordingly. The On-Call Captain salary shall be maintained as long as the Captain(s) continue to assume a substantial routine on call assignment.

**Section 4.**

- A. The Salary guide effective January 1, 2000, for each classification reflects an adjustment in the amount of \$1500 at each step for the inclusion of an additional forty (40) hours of work annually, designated for mandatory training.
- B. Automatic movement on the salary guide: Employees shall be entitled to move to the next step on the salary guide herein established upon completion of one year of service and two years of service in their respective title, as appropriate for each classification.
- C. Any employee having completed at least 25 years of service with the County as of December 31, 1999 shall move to the maximum salary for their respective classification effective January 1, 2000.

**Section 5. Senior Officer**

Effective January 1, 2011, the position of Senior Officer will be compensated as follows:

- A. Employees starting their tenth (10<sup>th</sup>) year of service as a Correction Officer with Union County will receive a Senior Officer Stipend in the amount of \$1575.00 per annum, which will be added to base salary, but will not be compounded by any percentage increases applied to the base rate.
- B. Employees starting their fifteenth (15<sup>th</sup>) year of service as Correction Officer for Union County will receive a Senior Officer stipend of \$2575.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.
- C: Employees starting their twentieth (20<sup>th</sup>) year of service as a Correction Officer for Union County will receive a Senior Officer stipend of \$3075.00 per annum, which will be compounded by any percentage increases applied to the base rate.

Officers promoted into the unit who were not eligible for the Senior Officer Stipend in the rank and file unit shall not be entitled to the Senior Officer Stipend set forth herein.

**Section 6.**

Effective January 1, 2007, the Shift Commander on each shift shall receive a \$20.00 per shift stipend. Effective January 1, 2008, the Shift Commander stipend shall be eliminated.

**Section 7.**

Effective February 1, 2001, paychecks will be distributed on a bi-weekly basis, (e.g., every two (2) weeks), and employees will be provided with a “direct deposit” option and will execute all forms necessary to effectuate that option.

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2010: Friday

2011: Monday

2012: Tuesday

2013: Wednesday

2014: Thursday

This cycle will continue every five (5) years. In the event the County determines to change the pay schedule to a bi-monthly schedule, the PBA agrees that it will accept the change without dispute.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to the holiday.

**Section 8.**

Effective January 1, 2000, officers assigned to the position of Internal Affairs Supervisor or Gang Unit Supervisor will receive a \$1500.00 stipend, which will not be added to base salary.

**Section 11.**

Effective January 1, 2007, all members of SOU shall be paid an annual stipend of \$250.00.

**ARTICLE 9**

**EQUAL EMPLOYMENT**

The Employer and the Association hereby agree to continue their practice of not discriminating, against any employee applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

## **ARTICLE 10**

### **LEGAL AID**

#### **Section 1.**

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. Union County Correction Officers shall receive the same rights and privileges set forth in applicable New Jersey Civil Service Commission Rules and Regulations and in N.J.S.A. 40A:14-117 as these provisions have been made applicable to Correction Officers in Union County consistent with the present practice for reimbursement.

#### **Section 2.**

The Employer agrees that individual Correction Officers shall have the right to select an attorney of their choice to represent the Correction Officer in municipal/criminal matters consistent with N.J.S.A. 40A:14-117 and consistent with the County's existing hourly rate for outside counsel. Correction Officers may select an attorney from the approved PBA attorney list, the County's attorney list or any State PBA Legal Protection Plan attorney list.

The PBA agrees that the County has the sole right to appoint counsel for a Correction Officer in all civil litigation matters.

## **ARTICLE 11**

### **PERSONAL INJURY LIABILITY INSURANCE**

#### **Section 1.**

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

**Section 2. Insurance Development Fund**

- A. Effective January 1, 1997, the Employer will provide the Patrolmen's Benevolent Association Union County Correction Officers, Local No. 199 (hereinafter the "P.B.A.") with the means to create an Insurance Development Fund (hereinafter the "Fund"). The purpose of the Fund shall be to reimburse (as hereinafter set forth) bargaining unit employee(s) represented by the P.B.A. or S.O.A., respectively, [hereinafter "employee(s)"] and employed by the Employer as Corrections Officers. The Fund shall be administered by the P.B.A. for the benefit of the P.B.A. and S.O.A. members and shall reimburse employees for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:
1. Legal Defense Insurance for the defense of any civil, criminal or administrative action or proceeding involving or arising out of the employee's employment or arising out of their activities as a Law Enforcement Officer on or off duty. Any disbursements made by the Fund for such insurance shall be consistent with the provisions of N.J.S.A. 40A:14-117 and Article 11 of this Agreement.
  2. Disability Insurance.
  3. Health Insurance.
  4. Other types of employment related insurance.
- B. Effective and retroactive to January 1, 2006, the Employer agrees to provide one hundred and fifty (\$150.00) dollars per employee to the S.O.A. for the purpose of creating the Fund. Such payment shall be in a lump sum and shall be made on or before January 10th of each year.

- C. The lump sum payment shall be transmitted to a designated official of the P.B.A. by check which shall be issued separate and apart from all checks currently transmitted to the P.B.A. for Union Dues Deductions, as provided in Article 2 of this Agreement. The Employer's lump sum payment shall be deposited by the P.B.A. in a separate insured bank checking account maintained in the name of the Fund. The P.B.A. shall submit to the Union County Finance Department the name and address of the banking institution where the account is established and maintained, the account number and shall further provide the Finance Department with a monthly copy of the statement of account transactions received from said banking institution.
- D. The P.B.A. and S.O.A. agree to indemnify and to hold the Employer and its officials, agents, servants and employees harmless against any and all claims, demands, suits in law or equity, administrative proceedings and/or other forms of liability arising out of the transmission and/or receipt of the aforesaid payments from the Employer to the P.B.A. and/or for the P.B.A.'s operation, administration or payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The P.B.A. and S.O.A. shall assume full responsibility for the Fund's operation, administration and disbursement of Fund monies.
- E. The Insurance Development Fund can only be utilized for the insurance purposes stated above. It is understood and agreed that no Fund monies may be used directly or indirectly to institute and/or maintain any action or law suit against the Employer in any state or federal forum.

- F. An employee is entitled to reimbursement from the Fund for the purchase of the above stated insurance coverage up to a maximum of \$150.00 per annum, provided that the employee first submits to the P.B.A. for verification a true copy of the insurance policy or policies purchased together with a paid invoice therefore. The Recording Secretary of the P.B.A. will be authorized to certify the above documentation for all members in accordance with the P.B.A. by-laws and transmit same to the Employer.
- G. The P.B.A. further agrees that it will provide the Employer with the following documentation no less than on a quarterly basis:
1. A copy of all insurance policies and corresponding paid invoices for which reimbursement was made out of Fund proceeds;
  2. A statement of all disbursements made from the Fund and the reasons therefore;
  3. A statement of all disbursements made by the Fund and the reasons therefore; and,
  4. A statement of the reconciled account of the Fund.
- H. The P.B.A. agrees that the Employer shall have the right to audit the books, records and accounts of the Fund at any time upon written, certified request. The parties shall agree on an acceptable date to commence the requested audit, but in any case, the audit shall take place no later than thirty calendar days from the date of receipt of the audit request by the P.B.A. The failure of the P.B.A. to comply with a written audit request shall be deemed to be a material breach of Section 2 of this Article.



- I. The P.B.A.'s failure to comply with the foregoing terms shall result in an immediate breach of Section 2 of this Article, and the Employer's obligation to transmit any payment pursuant to Section 2 of this Article shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the Employer.

## ARTICLE 12

### DISCRIMINATION OR COERCION

#### Section 1.

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

## ARTICLE 13

### SENIORITY

#### Section 1.

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

#### Section 2.

The Employer agrees to provide the S.O.A. with an accurate up to date Superior Correction Officers seniority list and personnel roster containing the names, addresses, telephone numbers, date

of hire, date of certification, date of promotion and date made permanent. The Employer shall provide the above list with all updates at least once per year unless an up to date version is made sooner.

**Section 3.**

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

**Section 4. Ties in Promotional Examinations**

If a question arises concerning the relative seniority of two or more employees who were hired on the same date, the following shall apply for purposes of breaking ties. The employee with the earliest date of certification will have greater seniority. If the dates of certification are the same or where there is a tie in test scores, length of continuous employment with the Union County Corrections Division will be use.

**Section 5. Shift Selections and Schedule**

- A. For purposes of this section, there are two types of positions: administrative and operational.
  - 1. An administrative position is one which is appointed by the Employer who determines shifts and days off. These positions are also known as AA or Administrative Assignments and are not subject to the "Picks." The following are administrative positions which are not subject to the "Picks:"
    - a. All Captains;
    - b. Administrative Lieutenant;
    - c. Classification Supervisor;
    - d. Training Supervisor;

- e. Scheduling Supervisor;
  - f. Disciplinary Supervisor;
  - g. Gang Intelligence Unit Supervisor; and
  - h. Program Services Supervisor.
2. An operational position is one selected by seniority alone. Operational positions consist of the supervisors responsible for the day to day running of both correctional facilities: Floor Sergeants, Floor Lieutenants, Shift Commanders, New Jail Lieutenant, etc.

**B. Application of Schedule:**

- 1. Shifts, days off, posts and vacation will be picked by seniority, except for the administrative positions above noted in subsection A.
- 2. The scheduling unit to the jail will offer operational jobs in each category, i.e., Sergeants or Lieutenants to all supervisors starting from the top of the seniority list and going down to the bottom of the list.
- 3. All picks will be scheduled on a yearly basis, starting the second full week in November. The new schedule will take effect the second week in January.
- 4. The Employer will distribute a notice that informs all supervisors when the picks will start. The notice will explain where, when and at what time the supervisors will call in. The notice will be attached to all supervisors' payroll checks. When the supervisor signs for his/her check, he/she will also sign for the notice about the picks. The notice will come out no later than ten (10) days from the date that the selections are scheduled to begin.

5. All supervisors will be given a reasonable amount of time, not to exceed ten (10) minutes, to pick their shift, their days off, their job and their vacations. The schedule will be posted so that all supervisors can see what selections have been made prior to their selections. The scheduling supervisor shall call each supervisor filling an operational post in order of seniority. The S.O.A. President, or his/her designee, will monitor the calling and administration of the picks.

C. **Shift Picks, Days Off and Jobs:** It is agreed that those positions subject to the picks will be offered in the following manner.

1. Administrative Positions:

- a) These are assigned by the Employer with predetermined days off.
- b) Supervisors assigned to administrative positions will not pick during shift picks. If a supervisor is taken out of an administrative position, he/she will have the opportunity to get the position from the supervisor replacing him/her or he/she may take the Pool/Supervisor's position according to his/her seniority.

2. Operational Positions:

- a) Except as noted under subsection A above (administrative positions), every supervisor will pick a shift, a set of days off and a job (i.e., areas of responsibility) that is available to him/her by seniority.
- b) By seniority, supervisors will pick one job as a five (5) day block, in conjunction with his/her days off.

3. Relief Supervisor

- a) A relief supervisor's primary function is to work the days off and the job of a supervisor who picked one job five (5) days a week.
- b) Relief supervisors will pick jobs that are available to them by seniority following the above rules.
- c) The relief supervisor is not a shift breaker and will not be used as such.

4. Pool Supervisors

- a) Pool supervisors will be utilized on the schedule on an "as needed" basis.
- b) The Scheduling Supervisor will determine the utilization need for a pool supervisor when making out the following week's schedule.
- c) The pool supervisor will be utilized on a temporary basis when an opening exists for five (5) or more days.
- d) The pool supervisor's job assignment will be based on seniority within the pool.
- e) Those pool supervisors not assigned to a job will have two (2) consecutive days off.
- f) If an opening exists and cannot be filled by the pool supervisor, then the opening will be filled by the last qualified pool supervisor that was offered that position.
- g) The creation of the pool supervisor is an effort to fill supervisors' jobs when the supervisor is on vacation, at training, or WRI, or there

is a temporary opening.

**D. Rebidding Procedure**

1. When an opening occurs in a job which the County intends to fill, the next supervisor in seniority will be offered the opening. If he/she accepts, then his/her job will be offered, and the procedure will continue down the seniority list.
2. When an opening occurs on a temporary basis due to vacation, WRI, training, suspension, etc., the pool supervisor will be utilized.

**E. Vacations**

1. Vacations will be picked based on seniority, with a minimum pick of ten vacation days consisting of a least one block of five vacation days first. Upon completion of five day block(s), single vacation days will then be offered on a seniority basis. A minimum of ten days, e.g., one block and five single days or two blocks, must be picked.
2. Effective October 1, 2012, the maximum number of supervisors (exclusive of administrative supervisors) permitted to be on vacation daily are as follows:  
  
Lieutenants:                    2, except that 3 will be permitted between Memorial Day and Labor Day.  
  
Sergeants:                      5
3. Administrative Lieutenants not on vacation will be reassigned to cover vacations as needed on the 7-3 shift. Administrative vacation assignments

will be rotated. The scheduling unit will keep track of the administrative rotation.

4. Pool Lieutenants and Pool Sergeants will cover all three shifts.
5. Newly promoted Lieutenants and Sergeants will not pick if they have already picked at the lower rank. They will pick in seniority order only if they want additional vacation time.

**F. Performance Review Period**

1. There shall be a ninety (90) day evaluation period of a supervisor's performance in a selected or "picked" area of responsibility. During this period, a supervisor will be given additional training, counseling, etc., in an attempt to improve his/her performance. This is to be corrective in nature. After the ninety (90) day evaluation period, the supervisor will be expected to maintain the same level of performance. If all attempts at corrective action fail to produce satisfactory performance, the supervisor will be removed from that job, and rebidding procedures will be followed.
2. The parties agree to allow the use of one shift breaker, i.e., when the supervisor works two days on one shift and three days on another. Any additional use of shift breakers shall be negotiated annually by the parties.

**ARTICLE 14**

**OVERTIME**

**Section 1.**

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

## Section 2.

Overtime which is authorized and approved by the Employer shall be awarded on a seniority basis as hereinafter set forth.

A. Projected overtime shall first be offered to employees who appear on the volunteer overtime seniority list. Upon being offered an overtime assignment, consisting of the day, shift, post and facility involved, the employee's name shall go to the bottom of the list, regardless of whether he/she works the overtime assignment. In order for a supervisor to be eligible for projected overtime, the supervisor must:

1. Not be scheduled for vacation, personal leave, jury duty, sick day or comp day for that day;
2. Be personally contacted on the date that the overtime is called.
  - a) Two numbers will be called if given to the overtime caller.
  - b) If a line is busy, another attempt will be made to get through.

B. Non-projected overtime will be called and filled by one of the following two methods:

1. If the scheduling supervisor or in his/her absence, the Shift Commander or his/her supervisory designee, believes that there is sufficient time to utilize the overtime list until it is exhausted by going from the first name (up tag) through the normal rotation and ending with the last name (up tag) prior to the first name called, then this will be done; or,
2. If the scheduling supervisor or in his/her absence, the Shift Commander or his/her supervisory designee, believes that there is insufficient time (less than one hour prior to the start of the shift) to utilize the overtime list until



it is exhausted, then he/she will contact the first five supervisors on the list and will seek a volunteer. If there is no volunteer, then he/she will assign someone on his/her shift from a rotational reverse seniority forced list. If there is not a supervisor to be forced, then he/she will continue calling until the position is filled or the list is exhausted.

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

C. All overtime will be documented on a jail incident report and shall include the supervisors' names, dispositions, dates shifts and jobs. The names of the supervisors working the overtime, the number of hours to be worked and the reason(s) will be placed on the overtime statistic sheets. The name of the supervisor will be placed on the schedule in the appropriate slot.

D. 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 forty hours (40) of work per week not to include the twenty (20) minute Line-Up per day totaling 1.67 hours per week. This Line-Up was awarded at the straight time rate and is included in all officers' base pay. There shall be no payment of overtime for the 1.67 hour Line-Up per week worked in excess of the regular forty (40) hour work week. However, the fifth day sick leave policy heretofore in effect shall be modified so that the Employer may require proof of illness of an employee on sick leave. Participation in assigned training programs over and above regular working hours shall be compensated at the

overtime rate. Participation in voluntary training programs shall not be considered a part of the work day and shall not be compensated.

- E. If an employee works less than twenty minutes beyond his/her regular scheduled shift because a replacement is late, he/she shall receive straight time for the same and shall not receive overtime and the employee reporting late shall receive an appropriate deduction from his/her pay. If an employee works beyond twenty minutes after his/her regular shift, he/she will receive time and one-half of his/her straight time hourly rate for all time worked beyond the regular shift irrespective of the cause.
- F. If a supervisor works six (6) hours or more on overtime, he/she will be charged for an overtime acceptance (tag will be turned over).
- G. If a supervisor works less than six (6) hours on overtime, he/she will not be charged for an overtime acceptance (tag will stay up).
- H. If a supervisor is off due to jury duty or a personal or compensation day, his/her tag will not be turned over.
- I. If a supervisor is on vacation for more than three days, his/her tag will be taken off the overtime board until such time as the supervisor returns to work. It is the supervisor's responsibility to let the scheduling supervisor know that he/she is back from vacation and wants his/her tag put back on the board. Any combination of three days or less, the supervisor's tag will remain up on the board.
- J. If overtime is called and no post is filled, all those refusing overtime, and thereby helping to short the shift, will have their tags turned down on the overtime board.

- K. There will only be one paper list and only one partial board.
  - 1. When overtime has been called and a full board was used, the old partial board will be combined with the paper list to form a new paper list and the used full board will become the new partial board.
  - 2. When a paper list and a partial board are combined, the supervisor will maintain the highest position on the paper list.
  - 3. Except in cases of emergency, there shall be no forced overtime on the last tour preceding an officer's first day off on the 2400 to 0800 tour.
- L. There will be no dropping down or filling openings of other overtime slots, except under special conditions approved by the scheduling supervisor who will properly document the event, listing the supervisor's name, date and the reason(s) for such action. A supervisor may exchange overtime with another supervisor, providing the supervisor fills out the proper exchange of shift (overtime) slip.
- M. Any S.O.A. official attending an S.O.A. meeting or an S.O.A. function shall not have his/her tag turned over if offered a shift during the same time frame. The tag will remain up until the first overtime opportunity for which he/she is eligible.
- N. A supervisor may use a beeper number and/or mobile telephone number in addition to a residence telephone number for the purpose of receiving overtime and/or emergency calls.
- O. A supervisor cannot be forced to work a double shift on any of his/her days off unless a state of emergency exists, which shall be properly documented.
- P. A supervisor on an overtime assignment cannot be arbitrarily reassigned.

- Q. A supervisor calling off sick on his/her designated regular shift will not have his/her tag flipped when his/her name comes up for overtime, no matter how many openings there are on that shift. Rather, the supervisor will be marked "sick" on the overtime report and his/her tag will remain up.
- R. A supervisor on suspension for four or more days will have his/her name taken off the overtime board. If a supervisor is suspended for one to three days, he/she will listed as "suspended" and his/her tag will not be flipped. When required by a suspension, the supervisor's tag will not be placed back on the overtime board until the day after the suspension is over, thereby allowing that supervisor to be called for any one of three shifts.
- S. A supervisor sent to any type of training which is paid by the Employer will have his/her tag remain on the normal rotation as ineligible until the first available overtime he/she can work, provided that the supervisor calling the overtime can feasibly contact the supervisor who is training. If the supervisor in training cannot be contacted, he/she will remain ineligible until he/she can be contacted by the supervisor calling for the overtime.
- T. When a supervisor cancels overtime for an assigned shift, his/her tag will not be turned over unless there is another position available on the same shift.
- U. The Scheduling Supervisor and the S.O.A. President (or his/her designee) will be the only persons to make adjustments to the overtime board and such changes will be properly documented on an official report.
1. Overtime will be called by the Scheduling Supervisor or in his/her absence, the Shift Commander or his supervisory designee.

2. The combination of a paper list and a partial board will only take place if the overtime called returns to a full board.

V. Effective upon the execution of this Agreement, the County will permit each officer to accrue no more than one hundred (100) hours of compensatory time in lieu of overtime. Compensatory time must be used within one (1) year of its accrual. Effective October 1, 2012, each officer shall be permitted to accrue no more than 40 hours of compensatory time in lieu of overtime. Time used may be replenished up to the 40 hour limit. Compensatory time shall be used in the calendar year accrued or paid out at the end of the year and shall not be rolled over to the next calendar year.

Overtime will not be converted to compensatory time in blocks of less than 8 hours.

## ARTICLE 15

### PERSONAL BUSINESS AND RELIGIOUS LEAVE

#### Section 1.

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

after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- (a) One (1) day after four (4) months of employment
- (b) One (1) additional day after eight (8) months of employment.
- (c) The third (3rd) day May be granted between the tenth-(10th) and twelfth (12th) months of employment.

**Section 2.**

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

**Section 3.**

Leave days, as provided herein, must be used in a one (1) calendar year period and shall not be accumulative from year to year.

**ARTICLE 16**

**VACATIONS**

**Section 1.**

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

**Section 2.    Vacation Eligibility:**

- 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-two (22) working days vacation each year.
- G. Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days vacation each year:
  - Twenty-five years - twenty-seven (27) days
  - Twenty-six years - twenty-eight (28) days
  - Twenty-seven years - twenty-nine (29) days
  - Twenty-eight years - thirty (30) days
  - Twenty-nine years - thirty-one (31) days
  - Thirty or more years - thirty-two (32) days

**Section 3.**

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

**Section 4.**

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

agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

Whenever an employees 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 8.**

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

**Section 9.**

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

**Section 10.**

If an employee leaves the County's employ for any reason before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.



**Section 11.**

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

**Section 12.**

Requests to cancel a five (5) day or more block of vacation will only be considered by the Director following submission of a detailed written report as to why the supervisor cannot utilize the vacation previously selected. Single vacation days may be cancelled only pursuant to the following procedure:

- A. The supervisor wishing to cancel a vacation day must submit a request in writing to the scheduling supervisor who will review the request in conjunction with the duty schedule.
- B. If the supervisor's post has not been filled with a replacement officer such as a pool, SRS or OT, the request will be granted and the supervisor will be placed back on his/her post in lieu of vacation.
- C. If the supervisor's post has been filled, the supervisor's request to cancel vacation will be denied. Any appeal of the denial must be submitted to the Director within 24 hours of the denial.

**ARTICLE 17**

**OUT OF TITLE PAY**

**Section 1.**

Effective May 3, 2004, an Officer assigned to work in a higher rank shall receive the first step rate of pay for the rank worked.

**ARTICLE 18**

**DEATH IN FAMILY**

**Section 1.**

Full-time employees shall be entitled to ten (10) 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 spouse or child or other person who has legal residence with the employee and who has an in lieu of spousal relationship with the employee.

**Section 2.**

Full-time employees shall be entitled to up to three (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, person who raised the employee in loco parentis, sister, brother, grandparents, grand-children, mother-in-law, father-in-law, or other relative residing at employee's household.

**ARTICLE 19**

**SICK LEAVE**

**Section 1.**

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

- 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 for purposes of this Article as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relative residing in the employee's household);

- D. Death in the employee's immediate family, for a reasonable period of time. Up to ten (10) days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to three (3) days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined in Article 18.
- E. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the employer.

**Section 2.**

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

**Section 3.**

Sick leave is earned in the following manner:

- A. New employees shall receive one (1) working day for the initial month of employment if they begin on the first through the eighth day of the calendar month, and one-half (1/2) working day if they begin on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- D. Paid sick leave shall not accrue during a leave of absence without pay or suspension.
- E. Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. Unused sick leave may be accumulated from year to year without limit.

**Section 4.**

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The employer may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined by a physician at the expense of the employer.

**Section 5.**

- A. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.
- B. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. If proof of illness is required, the Employer may designate the examining physician, provided that the Employer then assumes the cost of such examination, or the Employer may allow

the employee to choose the physician, in which case the employee pays for the examination. Abuse of sick leave shall be cause for disciplinary action.

1. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
2. In the case of death in the immediate family, reasonable proof shall be required.
3. The Employer may require an employee who has been absent because of personal illness, as a condition of return to duty, to be examined by a physician designated by the Employer at the Employer's expense. Such examination shall establish whether the employee is capable of performing his/her normal duties and that return to work will not jeopardize the health of other employees.

**Section 6.**

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

- A. Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union and must have 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 part hereof.

## ARTICLE 20

### MATERNITY LEAVE

#### Section 1.

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

#### Section 2.

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**ARTICLE 21**

**CLOTHING AND MAINTENANCE ALLOWANCE**

**Section 1.**

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

**Section 2.**

Upon promotion to Lieutenant, the employee shall receive a one-time Two Hundred (\$200) Dollars for the purchase of new shirts.

**Section 3.**

There shall be no additional uniform allowance for members of the CERT team. However, the County will provide all CERT team members and instructors with all necessary uniforms and equipment.

**ARTICLE 22**

**HOLIDAYS**

**Section 1.**

The Employer has designated the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

**Section 2.**

The full value of the fourteen (14) holidays has been included in the base salaries set forth in the attached salary guide. All overtime will be based on this salary.

**Section 3.**

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



**Section 4.**

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

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

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

**Section 5.**

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

**ARTICLE 23**

**RETENTION OF EXISTING BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement.

**ARTICLE 24**

**LABOR-MANAGEMENT MEETINGS**

**Section 1.**

The Director of the Department of Public Safety and/or the Director of the Division of Correctional Services agree to consult with the representative of the S.O.A. in an effort to

harmoniously resolve employee problems concerning distribution of overtime and administration of sick leave.

**Section 2. Performance Evaluation**

The Employer and the S.O.A. shall form a committee to develop procedures for performance evaluation and implement same on a trial basis in the last quarter of 1997.

**Section 3.**

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

**ARTICLE 25**

**S.O.A. DELEGATE, NEGOTIATIONS COMMITTEE AND GRIEVANCE COMMITTEE**

**Section 1. Negotiations Committee**

S.O.A. shall be entitled to have its President, Vice-President and one (1) additional Local representative as members of its Negotiations Committee. The Local President and its two designated representatives shall be given time off without loss of pay to attend contractual negotiations with the Employer. The time shall be referred to as S.O.A. negotiating days and reasonable advance request for time off shall be made to the Employer, which request shall not be unreasonably denied.

**Section 2. Grievance Committee**

S.O.A. shall be entitled to a Grievance Committee consisting of the Local President and one additional Local representative. It is agreed that the President or the designated Local representative shall be given time off during working hours to attend to contractual grievances. Reasonable advance request for time off shall be made to the Employer, which request shall not be

unreasonably denied. The parties agree to meet for the purpose of establishing grievance and contractual administration issues for which time off will be permitted.

**Section 3. SOA Shift Representation**

The S.O.A. may designate one Superior Correction Officer per shift as the Shift Representative and that supervisor shall be given reasonable amounts of release time to attend to S.O.A. business/committee reports and other related union business as needed, without loss of regular straight time pay.

**Section 4. Access to Premises**

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

**Section 5. Bulletin Board**

The S.O.A. will be given exclusive use of a bulletin board in both jail facilities for the posting of S.O.A. newsletters and information.

**Section 6. Inter-Office Mail**

The S.O.A. shall be given access to inter-office mail and County mail services to distribute information to its membership.

**Section 7. Rules and Regulations**

Copies of all general orders, special orders, policies and procedures affecting wages, hours, and other terms and conditions of employment for employees covered by this agreement which are

new or are new modifications of existing orders, policies, procedures and communications shall be furnished to the S.O.A. at least 24 hours prior to their promulgation.

**Section 8. Funeral Leave**

Subject to the approval of the Director of Public Safety or his/her designee, the President of the S.O.A. or his/her designee and not more than one other supervisor shall be permitted to attend the funeral of any law enforcement officer in the State of New Jersey who is killed in the line of duty. In the event such a funeral is held during the officer's scheduled tour of duty, neither the President, nor his/her designee(s) attending such funeral shall sustain any loss of pay for such attendance. If a marked Division of Correctional Services vehicle is available, the Director of Public Services or his/her designee may permit the President or delegate or designee to utilize same to attend such a funeral.

**Section 9. Meals**

- A. Effective January 1, 2012, the meal allowance payment shall be eliminated.
- B. Officers out of work due to a work related injury shall be entitled to the full meal allowance retroactive to January 1, 2005. Any officer out of work without pay for any other reason shall receive a pro-rated share of allowance.
- C. Correction Officers who work an overtime shift consisting of a minimum of six (6) hours will be paid \$1.35 for each such shift worked. Effective January 1, 2007, the overtime meal payment will be increased to \$2.00 for each shift worked.
- D. Effective September 15, 1999, the County will cease providing Correction Officers with meals at breakfast, lunch and/or dinner.
- E. Notwithstanding the above, the County agrees to make the following food and beverage items available to Correction Officers on all shifts at both the Old and New Jail Facilities:

### Snacks

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

### Beverages

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

### Condiments

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

## **Section 10. Honor Guard**

Effective January 1, 2006, Honor Guard members shall receive a one-time clothing and maintenance allowance of \$250.00. The clothing and maintenance allowance shall be paid by separate check no later than the first week of December 2006.

**ARTICLE 26**

**SAVINGS CLAUSE**

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**ARTICLE 27**

**MISCELLANEOUS**

**Section 1.**

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

**Section 2.**

Consistent with the provisions of Article 22, Section 5, (Holidays) of the Existing contract, the Department Head agrees that employees covered by this Agreement may elect the time when they shall take any "due days" which they may have accumulated.

It is understood and agreed by the parties, that the taking of any "due days" shall be subject to approval by the Director of the Department of Public Safety and shall be consistent with the efficient operation of the Jail.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

- A. The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.
- B. If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his/her full pay for the first (1) one year if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. Anything herein stated to the contrary notwithstanding, any holidays falling within the one (1) year or ninety (90) day period, as hereinabove set forth, shall automatically extend said period by the amount of holidays falling in said period. In either case, no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

- C. After the first one (1) year or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his/her temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his/her sick leave accumulation, or if the employee wishes to receive full pay and charge his/her sick leave accumulation, he/she shall be permitted to do the same provided he/she turns over to the County any temporary disability check or checks received from the County Workmen's Compensation Insurance carrier.
- D. Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.
- E. If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his/her employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his/her sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his/her employment.

**Section 6.**

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

**Section 7.**

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



**Section 8.**

When an employee having compensatory time, as limited and provided in the contract, elects to take the same, no reason shall be required to be given for the selection of a date provided, however, the Director of the Division of Correctional Services (or his/her designee) reserves the right to refuse to grant the said date if "staffing" does not permit the granting of the day off as requested by the employee. If the employee is refused his/her selection of a date to use his/her compensatory time for the foregoing reason, he/she shall be permitted to select another date subject to the same terms and conditions as set forth herein.

**Section 9.**

Effective in 1993, the Employer shall supply each Superior Officer with one (1) off-duty badge which shall be a flat wallet duplicate version of the on-duty badge. This off-duty badge shall remain the property of the County.

**Section 10. Mileage**

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

**Section 11. Court Time**

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

**Section 12. Residency**

All Correction Superior Officers hired prior to January 1, 2000, will not be subject to any residency requirement.

**Section 13.**

The County agrees to make one (1) parking space available to the PBA. The location will be in the garage.

**ARTICLE 28**

**INSURANCE**

**Section 1.**

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

- A. \$15.00 per prescription for brand name at employee's request;
- B. \$10.00 per prescription for brand name at physician's request;
- C. \$5.00 for generic;
- D. \$3.00 for mail order.

The prescription network known as MedCo (CNNII Network) shall be implemented.

Effective October 1, 2012, co-payments shall be as follows:

**Retail:**

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

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

\$6.00 co-pay per prescription for generic

Mail:

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

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

\$5.00 co-pay per prescription for generic.

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

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Drug Plan Utilization Modifications:

- a) Enhanced Concurrent Drug Utilization Review (refill too soon/ stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first) Limited to PPI, SSRI and Intranasal steroid drugs
- c) Clinical Intervention (Statement of medical necessity for MD) limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.

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

- A. Retail pharmacy purchases shall be limited to thirty (30) day increments
- B. Dispense-As-Written ("DAW") Procedure: physicians prescribing name brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.
- C. All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.
- D. The County will provide sample forms for mail order and distribute them to unit members by mail.

The participating pharmacies and the exclusions of the said Plan shall be as more

particularly delineated in the Plan. During the term of this Agreement, employees who are on leave of absence without pay and employees who retire on pension may elect to continue existing coverage of the Drug Prescription Plan provided for herein at their sole cost and expense. Employees who retire on pension may elect to continue existing coverage of the drug prescription plan at their option, in lieu of their prescription benefit under Schedules C and D.

**Section 2.**

The County of Union and the P.B.A. have previously negotiated a Dental Plan wherein the premium established for 1981 has been defined as the base period. Any increases in the Dental Plan premiums during the term of this Agreement over the 1989 base, if any, will be reflected in a lump sum deduction in the Wage Schedule established for the year in which such premium increases occur.

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

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

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

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

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

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

The County agrees to provide a payroll deduction for orthodontic coverage option at the employee's expense.

**Section 3.**

A. Effective April 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Schedules C and D, attached hereto as Exhibit C. The conditions and requirements for receiving these benefits are set forth in Schedules C and D. The benefits in Schedule C shall also be applied to all officers who meet the requirements and who retired on or after January 1, 2005 through April 1, 2006.

B. Vesting of Rights: All employees hired on or prior to December 31, 2009, are vested as to all eligibility criteria and benefits set forth in Schedule C, attached to this Agreement. Any material changes to Schedule C made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the S.O.A. shall not be effective to change those employees' right and benefits under Schedule C, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>1</sup> If not generally available at commercially reasonable rates, then the County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Schedule C. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Schedule C.

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<sup>1</sup> The terms "generally available in the insurance market" and "commercially reasonable rates" will be construed to mean insurance products that are generally available for purchase by employers with a numerical employee complement similar to the County from regular commercial insurance companies licensed to sell such insurance in the State of New Jersey at rates that are not grossly disproportionate from those rates offered to such similar employees.

C. In addition to the foregoing, the S.O.A. consents to each current bargaining unit member and all bargaining unit members hired from the date of this agreement through December 31, 2009, signing an individual contract between each unit member and the County (attached hereto as Exhibit D) that obligates the County to provide the benefits described in Schedule C to the unit member and eligible dependents, regardless of any changes in the collective bargaining agreement.

D. Dependents of employees eligible for retiree health benefits under Schedule C shall also be provided with coverage pursuant to the health insurance plan's rules.

**Section 4.**

Effective January 1, 1994, the following adjustments to health insurance coverage for employees covered by this Agreement will be implemented:

Effective June 1, 2004, employees in Horizon PPO (Blue Select) shall contribute \$10.00 towards the cost of a doctor's office visit.

- A. Deductible increased from \$100.00 to \$200.00 per employee and \$200.00 to \$400.00 for dependent coverage. Effective June 1, 2004, the deductible for any single benefit period shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependents. Out of network cost share shall be changed from 80%/20% to 70%/30%(County/employee respectively) effective June 1, 2004.
- B. Co-payment increases for Major Medical coverage from 80%/20% of \$2,000 to 80%/20% of \$5,000.
- C. Pre-Admission Review (PAR) with 50% cutback and Mandatory Second Surgical Opinion (MSSOP) with 50% cutback.
- D. Elimination of prescription co-pay flow through to Major Medical health insurance coverage.

E. Effective January 1, 2004, all employees covered by this Agreement shall contribute the following towards their health Benefit Plan:

1. Employees earning less than \$75,000 - \$25.00 per month
2. Employees earning more than \$75,000 - \$40.00 per month

\* The contribution shall be pre-tax.

Effective August 1, 2006, employees hired on or before June 1, 2001 shall contribute towards the cost of their health insurance as follows:

- |    |                  |                              |
|----|------------------|------------------------------|
| 1. | Single coverage  | No change                    |
| 2. | Family, PC or HW | Additional \$15.00 per month |

Any employee promoted into S.O.A. subsequent to the execution of this Agreement shall maintain the same level of benefits he/she had when initially hired by the Department of Corrections.

F. Any employee with either family or husband/wife coverage in any of the available health benefit plans may opt out of that plan providing their spouse has either family or husband/wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$5000.00 annually to be paid in 26 installments over the next year.

1. Employees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease.
2. The option to opt out of the County's health benefit plan shall be terminated if the County becomes self-insured.

Effective November 1, 1997, the traditional health insurance coverage currently provided by the Employer shall be replaced by the "Blue Select" insurance coverage program of the Blue Cross/Blue Shield. The current cost containment and co-pay provisions set forth above shall be maintained. Employees covered hereunder shall have the option of paying through payroll deduction a co-payment consisting of the difference between the cost of Blue Select and PACE for single or family coverage calculated on an annual basis (May to April) in order to retain the benefits of PACE.

G. Effective August 1, 2006, the Horizon HMO and POS plans shall be eliminated. Also effective August 1, 2006, Direct Access shall replace the Horizon PPO at the current co-pay levels:

1. \$10.00 co-pay for in network services – doctors’ office visits only
2. \$10.00 co-pay for all out-of-network services – employees who go out-of-network will be reimbursed by the County for the 30% differential less the \$10.00 co-pay for services, upon applying to the Third Party Administrator (“TPA”) for reimbursement. The TPA shall reimburse employees within ten (10) days of the date the claim was submitted.

The Horizon PPO and Horizon Traditional Plans will be maintained for employees choosing said plan with their cost being the difference between the PPO premium and the Direct Access premium in any given year.

Effective October 1, 2012, the following modifications shall be implemented:

- a) The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- b) Emergency Room co-pays of \$25.00 per visit.



Effective and retroactive to January 1, 2010, the retirement Rx plan implemented for PBA Local 199 shall be implemented for PBA Local 199A.

**Section 5.**

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

**ARTICLE 29**

**SAFETY AND HEALTH**

**Section 1.**

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

**Section 2.**

The Employer and the S.O.A. shall designate at each location a Safety Committee member. It shall be their joint responsibility to investigate and report to jail administration unsafe and unhealthful conditions. During working hours, and with no loss in pay, the Safety Committee member representing the S.O.A. shall be permitted reasonable amount of time off to visit his assigned work location where employees covered by this Agreement regularly work for purposes of investigating safety and health conditions.

**Section 3.**

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

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

### **ARTICLE 30**

#### **S.O.A. PRESIDENT AND CONVENTION LEAVE**

- A. Effective upon the execution of this Agreement, the S.O.A. President, upon prior approval by the Director and consistent with current practice, will be given reasonable time off to handle grievances, negotiations and other S.O.A. business during normal working hours.
- B. Effective upon the execution of this Agreement, the parties agree that the S.O.A. President and two (2) delegates will be permitted to attend the P.B.A. Conventions and State and Local P.B.A. meetings. All requested time off will be in writing and will require the Director's approval.

### **ARTICLE 31**

#### **DURATION**

##### **Section 1.**

This Agreement shall become effective on January 1, 2010 and shall terminate on December 31, 2012. If either party desires to negotiate a successor contract, they shall notify the other party of their intention so to do on or before March 31, 2012.

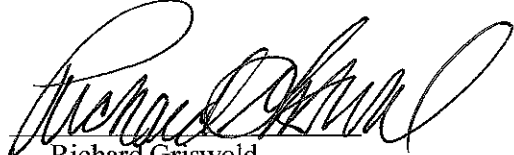
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

COUNTY OF UNION:

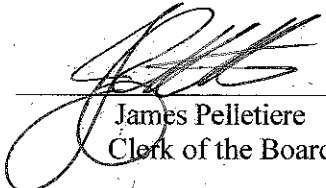
PATROLMEN'S BENEVOLENT  
ASSOCIATION, UNION COUNTY  
SUPERIOR CORRECTION  
OFFICERS, LOCAL NO. 199-A, INC:

By:   
Alfred Faella,  
County Manager

By:   
Richard Griswold  
President

By:   
Scott Bonito  
Vice-President

ATTEST:

 2/20/14  
James Pelletiere  
Clerk of the Board

FEBRUARY 20, 2014  
Date

**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 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 reentering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired, employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and; who subsequently 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 I 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 County agrees to increase the Sick Time buyout program as follows:
- 100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000.
  - 201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500.
  - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000.
  - Over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000.

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 \$18,000.
- D. In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- E. The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement if possible.
- F. A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- A. The eligibility of an employee will be determined by such class title held at the 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**

**SCHEDULE C**

**HEALTH INSURANCE BENEFITS  
FOR RETIREES**

**(Employees Hired on or Prior to December 31, 2009)**

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

1. **Eligibility.** Employees must have been actively employed with the County of Union (the “County”) on or before December 31, 2009; and must retire on either a disability pension or retire having 25 years or more of service credit in the Police and Firemen’s Retirement System (“PERS”) and at least 10 years of service with the County, or retire and reach the age of 62 year or older with at least 15 years of service with the County. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source that is substantially equivalent or better than the coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.
2. **Description.** This benefit shall consist of coverage under the Horizon PPO Health Insurance Plan. Prescription co-payments can be submitted to major medical for reimbursement subject to the limitations in the major medical plan. Subject to the vested material rights of employee covered under the Schedule C, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for members of the bargaining unit at the time of their retirement provided such coverage

remains generally available in the insurance market at commercially reasonable rates.<sup>2</sup>

3. Cessation of Subsidy. Upon implementation of the foregoing benefit, the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Members receiving benefits under this Schedule C shall not be eligible for or receive the subsidy provided in Schedule D attached hereto.

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

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<sup>2</sup> See Footnote 1.

## SCHEDULE D

### HEALTH INSURANCE BENEFITS FOR RETIREES

#### (Employees Hired On or After January 1, 2010)

Effective January 1, 2007, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. Eligibility. Employees must have been actively employed for the County of Union on or after January 1, 2010; and must retire on either a disability pensions 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 year of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of health insurance coverage is provided for them.
2. Description. These benefits shall be applied to the Health Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long at the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.
3. Subsidy. Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

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

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

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

**EXHIBIT C**

**CORRECTIONS SUPERIOR OFFICERS**

**SALARY SCHEDULE**

**New Salary Guide for Superior Officers in the Unit Prior to October 1, 2012**

**SERGEANT**

| <b>STEP</b> | <b>Old<br/>1/1/2009</b> | <b>0%<br/>1/1/2010</b> | <b>2.25%<br/>1/1/2011</b> | <b>2.5%<br/>1/1/2012</b> | <b>+\$425<br/>1/1/2012</b> | <b>+\$870<br/>12/31/2012</b> |
|-------------|-------------------------|------------------------|---------------------------|--------------------------|----------------------------|------------------------------|
| <b>1</b>    | \$91,058                | \$91,058               | \$93,107                  | \$95,434                 | \$95,859                   |                              |
| <b>2</b>    | \$92,438                | \$92,438               | \$94,518                  | \$96,881                 | \$97,306                   |                              |
| <b>3</b>    | \$95,172                | \$95,172               | \$97,313                  | \$99,746                 | \$100,171                  | \$101,041                    |

**LIEUTENANT**

| <b>STEP</b> | <b>Old<br/>1/1/2009</b> | <b>0%<br/>1/1/2010</b> | <b>2.25%<br/>1/1/2011</b> | <b>2.5%<br/>1/1/2012</b> | <b>+\$425<br/>1/1/2012</b> | <b>+\$870<br/>12/31/2012</b> |
|-------------|-------------------------|------------------------|---------------------------|--------------------------|----------------------------|------------------------------|
| <b>1</b>    | \$102,264               | \$102,264              | \$104,565                 | \$107,179                | \$107,604                  |                              |
| <b>2</b>    | \$106,506               | \$106,506              | \$108,902                 | \$111,625                | \$112,050                  | \$112,920                    |

**CAPTAIN**

| <b>STEP</b> | <b>Old<br/>1/1/2009</b> | <b>0%<br/>1/1/2010</b> | <b>2.25%<br/>1/1/2011</b> | <b>2.5%<br/>1/1/2012</b> | <b>+\$425<br/>1/1/2012</b> | <b>+\$870<br/>12/31/2012</b> |
|-------------|-------------------------|------------------------|---------------------------|--------------------------|----------------------------|------------------------------|
| <b>1</b>    | \$113,105               | \$113,105              | \$115,650                 | \$118,541                | \$118,966                  |                              |
| <b>2</b>    | \$117,617               | \$117,617              | \$120,263                 | \$123,270                | \$123,695                  | \$124,565                    |

**EXHIBIT C-1**

**New Salary Guide for rank-and-file officers Hired Prior to January 1, 2011  
and Promoted into the Unit after October 1, 2012**

**SERGEANT**

| <b>STEP</b> | <b>10/1/2012</b> |
|-------------|------------------|
| <b>1</b>    | \$93,106         |
| <b>2</b>    | \$94,502         |
| <b>3</b>    | \$95,919         |
| <b>4</b>    | \$97,357         |
| <b>5</b>    | \$98,827         |

**LIEUTENANT**

| <b>STEP</b> | <b>10/1/2012</b> |
|-------------|------------------|
| <b>1</b>    | \$104,564        |
| <b>2</b>    | \$106,064        |
| <b>3</b>    | \$107,654        |
| <b>4</b>    | \$109,268        |

**CAPTAIN**

| <b>STEP</b> | <b>10/1/2012</b> |
|-------------|------------------|
| <b>1</b>    | \$114,268        |
| <b>2</b>    | \$116,552        |
| <b>3</b>    | \$118,882        |

**EXHIBIT C-2**

**New Salary Guide for rank-and- file officers Hired After January 1, 2011 and Promoted into the Unit after October 1, 2012**

**SERGEANT**

| <b>STEP</b> | <b>10/1/2012</b> |
|-------------|------------------|
| <b>1</b>    | \$81,142         |
| <b>2</b>    | \$82,765         |
| <b>3</b>    | \$84,420         |
| <b>4</b>    | \$86,109         |
| <b>5</b>    | \$87,831         |

**LIEUTENANT**

| <b>STEP</b> | <b>10/1/2012</b> |
|-------------|------------------|
| <b>1</b>    | \$92,221         |
| <b>2</b>    | \$94,065         |
| <b>3</b>    | \$95,947         |
| <b>4</b>    | \$97,866         |

**CAPTAIN**

| <b>STEP</b> | <b>10/1/2012</b> |
|-------------|------------------|
| <b>1</b>    | \$102,758        |
| <b>2</b>    | \$104,813        |
| <b>3</b>    | \$106,909        |

**EXHIBIT D**

**INDIVIDUAL CONTRACT**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2006, by and between the **County of Union** (herein referred to as the “**County**”) and \_\_\_\_\_  
Insert Name of Employee  
(herein the “**Employee**”), with the agreement and approval and consent of the **Union County Corrections Superior Officers Association affiliated with PBA Local No. 199 (hereinafter “SOA”)**;

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

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

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

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

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



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

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

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

**WITNESSETH:**

1. The County and the SOA agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.

2. The County and SOA agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.

3. The County and SOA agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and Schedule C of the Memorandum and that any provision of such future agreement which purports to change any terms or conditions of this Agreement and Schedule C of the Memorandum shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent

of all such parties that this Agreement be fully enforceable according to its plain language which all parties agree is to be construed in favor of the Employee and against the County and the SOA.

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

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

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

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

**COUNTY OF UNION**

By: \_\_\_\_\_  
George W. Devanney  
County Manager

\_\_\_\_\_  
ATTEST

**SUPERIOR OFFICERS ASSOCIATION**

By: \_\_\_\_\_  
James Rinaldo,  
President

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Richard Griswold,  
Vice President

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
, Employee

\_\_\_\_\_  
ATTEST

**EXHIBIT E**  
**RECIPROCAL DAY AGREEMENT**

By virtue of this agreement, any officer, of same rank, can temporarily reorganize their work schedule by applying for a reciprocal day off. To apply for a reciprocal day, the petitioner and the co-worker, who is willing to be temporarily assigned, will complete their respective portions of the "Application for a Reciprocal Day". The completed application must be signed by both parties and submitted to the Scheduling Unit at least seven (7) days prior to the date of the first reciprocal day change. This same time restriction would also apply to "cancellation" of any approved reciprocal request. Requests not submitted in the prescribed time may be denied. The employees who applied or cosigned the application are responsible for contacting the Scheduling Unit to ascertain the status of the application.

The following restrictions and regulations will apply to those utilizing a reciprocal day agreement:

- Should an employee incur working a "double day" as a result of the reciprocal agreement, and calls out "sick" / vacation / comp on that day, he/she shall be assessed two (2) sick days accordingly. If the employee is approved for vacation / comp., that will constitute 2 slots against the overall total number of authorized leave slots.
- Working more than 16 consecutive hours, as a result of a reciprocal agreement, shall not be permitted.
- One or both parties may be disqualified from an existing/approved reciprocal agreement as a result of mini-pick results, promotions/demotions, out pending retirement, extended leave or WRI, post being closed, abuse/misuse or violations pertaining to time & attendance and/or scheduling matters.
- Both parties must be qualified and remain qualified for their respective posts (i.e. firearms qualified, booking releasing qualified etc.)
- Officers who incur 10 sick days, verified or unverified, in any 6 month period or 15 sick days in any 12 month period shall be ineligible for any reciprocal agreement for six months following the infraction. Officers who are off duty sick for 3 or more consecutive

days, and produce medical documentation to verify the absence, will not have that time applied to the 10/15 sick day regulation.

- Officers who are found guilty of a major disciplinary infraction or two minor disciplinary infractions (in any violation category) will be ineligible for a reciprocal agreement for six months following the date of the guilty finding.
- Officers may appeal ineligibility status to the Director, or his designee, who may in his/her discretion determine eligibility.

The Reciprocal Agreement Program will be on a trial basis from January 1, 2011 to December 31, 2012. At the conclusion of that time, the continuation of the program will be based on the successful reduction of sick time of 20 % over the course of two years. The use of WRI and FMLA will not be included in this calculation.