

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF UNION**

**AND**

**UNION COUNTY SHERIFF**

**AND**

**POLICEMEN'S BENEVOLENT ASSOCIATION,**

**SHERIFF'S OFFICERS OF UNION COUNTY LOCAL NUMBER 108, INC.**

**EFFECTIVE: JANUARY 1, 2010 THROUGH DECEMBER 31, 2014**

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**AGREEMENT**

**PREAMBLE**

This Agreement made this 11th day of June 2012, by and between **THE COUNTY OF UNION and the SHERIFF OF THE COUNTY OF UNION**, hereinafter called "Employer" and **POLICEMEN'S BENEVOLENT ASSOCIATION, SHERIFF'S OFFICERS OF UNION COUNTY, LOCAL NUMBER 108, INC.**, hereinafter called the "P.B.A."

**WITNESSETH:**

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

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer, recognized as being represented by the P.B.A., as follows:

**ARTICLE I**

**RECOGNITION**

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

**ARTICLE II**

**MANAGEMENT RIGHTS**

Section 1. Whenever the term "Employer", "Department Head", or "Supervisor", shall be used throughout this Agreement, it shall mean and include the County Manager and the Sheriff and/or their designees, except as otherwise designated in this contract, as specifically may be

provided in the New Jersey Statutes in such case made and provided or the Administrative Code of the County of Union.

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

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

(b) The Sheriff shall have the right to hire all employees and, subject to Rules and Regulations, to determine their qualifications and conditions for their continued employment, dismissal, demotion, promotion, transfer and to discipline for just cause, subject to the New Jersey Statutes and the Administrative Code of the County of Union.

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

Section 3. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Sheriff, the County Manager or other designee, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms are in

conflict with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States, and the provisions of this contract.

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

**ARTICLE III**  
**DUES CHECK OFF**

Section 1. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th day of the current month after such deductions are made.

Any written designation to terminate authorization for check-off must be received in writing by the Employer and the Union by July 1st, and filing of a Notice of Withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which Notice of Withdrawal is filed.

Section 2.     Union Security Clause

(a)     Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

(b)     These deductions shall commence effective immediately, or thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment, whichever is sooner.

(c) The amount of said representation fee shall be certified to the Employer by the Union within five (5) working days after the signing of this Agreement, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its member.

(d) The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss, and to reimburse the Employer for all expenses in defending any claim whatsoever arising out of the implementation of this clause as a result of said deductions.

(e) The Employer shall remit the amounts deducted together with an itemized statement to the Treasurer by the 15th day of the current month after such deductions are made.

(f) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A5.5(c) and 5.6 (L.1979 c.477) and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, if the membership is not so available, the Employer shall immediately cease making such deductions.

#### **ARTICLE IV**

#### **SALARIES**

Section 1. Salaries shall be adjusted in accordance with the salary guide set forth on Exhibit A which is attached hereto and made a part hereof.

2010 0%

2011 Effective January 1, 2011, across the board salary increases of 2.25% for all unit employees.

2012 Effective July 1, 2012, across the board salary increases of 2.5% for all unit employees.

2013 Effective January 1, 2013, across the board salary increases of 2.0% for all unit employees.

2014 Effective January 1, 2014, across the board salary increases of 2.0% for all unit employees.

Section 2. Senior Officer

Effective June 30, 1995, the position of Senior Officer shall be established. Senior officer pay shall be compensated as follows:

(a) Effective January 1, 2002, employees starting their tenth (10<sup>th</sup>) year of service as a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$1,365.00 per annum which shall be added to base salary. Senior Officer pay shall not be compounded by any percentage increase applied to the Officer's base rate.

(b) Effective January 1, 2002, employees starting their fifteenth (15<sup>th</sup>) year of service as a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$2,365.00 per annum which shall be added to base salary. Senior Officer pay shall not be compounded by an percentage increase applied to the Officer's base rate.

(c) Effective January 1, 2002, employees starting their twentieth (20<sup>th</sup>) year of service as a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$2,865.00 per annum which shall be added to base salary which will be compounded by any percentage increase applied to the Officer's base rate.

(a) Effective January 1, 2012, employees starting their tenth (10<sup>th</sup>) year of service as a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$1,575.00 per annum which shall be added to base salary. Senior Officer pay shall not be compounded by any percentage increase applied to the Officer's base rate.

(b) Effective January 1, 2012, employees starting their fifteenth (15<sup>th</sup>) year of service as



a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$2,575.00 per annum which shall be added to base salary. Senior Officer pay shall not be compounded by any percentage increase applied to the Officer's base rate.

(c) Effective January 1, 2012, employees starting their twentieth (20th) year of service as a Sheriff's Officer for Union County shall be entitled to Senior Officer pay in the amount of \$3,075.00 per annum which shall be added to base salary which will be compounded by any percentage increase applied to the Officer's base rate.

### Section 3. Sheriff's Detectives

Sheriff's Officers assigned as detectives shall receive an incremental increase of one thousand three hundred thirty five (\$1,335.00) dollars added to their current step on the salary guide. Effective July 1, 1999, the detective stipend will be increased to one thousand five hundred (\$1,500.00) dollars.

The Sheriff may assign up to fifteen (15) Sheriff's Officers as Detectives. Detectives shall perform various investigative duties as may be assigned. Detectives shall serve solely at the pleasure of the Sheriff.

The designation of detective is an assignment only, not a promotion, and is as temporary as any other assignment. Officers may be reassigned from detective status at any time and when reassigned shall no longer receive the detective stipend.

### Section 4. Starting Salaries

The Sheriff shall have the right to determine the starting salary of trained and experienced Sheriff Officers. However, in no event shall any qualifying officer receive a starting salary greater than the 3rd Step of the salary guides for new hires and provisional employees.

Section 5. Adjustments in Rates of Pay

(a) Employees hired who have less than one (1) year of service in the position, shall receive a salary adjustment to “Academy Rate” upon graduation from the Academy. Thereafter, employees with less than one year of service shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for, provided, however, in accordance with the Rules and Regulations of the New Jersey Civil Service Commission newly hired employees’ one (1) year increment period, as hereinabove reflected, shall not be completed until the work test period has been completed and the work test period shall not commence until the completion of a training program and graduation from the Academy.

(b) Employees who have more than one (1) year of service in their classification and who possess an anniversary date of employment or graduation from the Academy, whichever is later, between January 1 and June 30, shall receive their salary increments as of January 1 of each year of the contract.

(c) Employees who have more than one (1) year of service in their classification and who possess an anniversary date of employment or graduation date from the Academy, whichever is later, between July 1 and December 31 shall receive their salary increments as of July 1 of each year of the contract.

Section 6. Pay Day

Effective January 1, 2000, paychecks shall 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.

Effective January 1, 2012, in order to maintain a bi-weekly basis for paycheck

distribution, effective on the date of the award, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2012: Friday  
2013: Monday  
2014: Tuesday  
2015: Wednesday  
2016: Thursday

This cycle will continue every five years. When payday occurs on a holiday, paychecks or direct deposits will be issued on the day prior to the holiday.

Section 7.     Training Officer

Effective June 1, 2006, an employee assigned by the Sheriff as Training Officer shall receive a stipend of \$1,000 for a period of six (6) months. The Sheriff shall designate the Training Officer for each six (6) month-period.

**ARTICLE V**  
**PENSION AND WELFARE**

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

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

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

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

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

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

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

(e) Effective February 1, 1997, the Blue Cross/Blue Shield health insurance coverage program known and designated as "Blue Select" will replace the traditional health insurance coverage currently being provided by the Employer for bargaining unit employees. All existing cost containment and co-pay provisions applicable to the hospitalization insurance program shall be maintained, except as follows:

1. Effective January 1, 2003, the deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for eligible dependents.

2. Effective September 1, 2006, the Horizon HMO and POS plans shall be eliminated. Effective September 1, 2006, Direct Access shall replace the Horizon PPO at the following co-pay levels:

a) \$10.00 co-pay for in network services – Drs.' Office visits only

b) \$10.00 co-pay for all out-of-network services – Employees who go out of network will be reimbursed by the County for 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 the employees within 10 days of the date the claim was submitted.

3. Effective July 1, 2001, the Out of Network Cost Share for the Horizon PPO (Blue Select) shall be 70/30.

4. Effective July 1, 2001, all current employees shall contribute the following towards the cost of health insurance coverage:

Annual Salary	Monthly Contribution
Below \$65,000	\$10.00
Effective July 1, 2003	
Over \$65,000	\$25.00

Contributions are made on a pre-tax basis.

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

- |                     |  |
|---------------------|--|
| a) Single Coverage  | No change (\$10.00)                    |
| b) Family, PC or HW | Additional \$15.00 per month (\$25.00) |

Employees hired after September 1, 2001, shall maintain the existing contribution schedule; however, those earning over \$65,000 shall contribute as in this Subsection, with those contributions being increased by the proportionate annual increase in plan cost.<sup>1</sup>

5. Effective September 1, 2001, new employees shall receive PHS or Blue Choice coverage only. In addition, new employees shall contribute \$15.00 per month for single coverage and \$25.00 per month for family coverage. The contribution shall be increased by the

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<sup>1</sup> This language is carryover language from the previous CBA. “Proportionate increase” continues to mean that if the County’s cost increase by, for example, 10%, the employee’s cost will increase by 10%.

proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between PHS and Blue Choice and chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of the then available plans. Any replacement plan(s) shall be substantially similar in coverage to PHS or Blue Choice.

6. Any employees hired after September 1, 2006 shall participate in the HealthNet POS. Any such employee who wishes to participate in the Horizon PPO or Direct Access shall do so at his/her own expense in accordance with Subsection (e)7 below.

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

8. Any minimum contribution to health care premiums that is mandated by statute, including P.L. 2011, Chapter 78, shall apply.

9. Effective July 1, 2012, the Third Party Administrator will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

10. Effective July 1, 2012, emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).

#### Section 4. Prescription Plan

(a) All employees covered by the terms of the within Agreement shall be included in a Drug Prescription Plan. Effective September 1, 2001, the co-payments for the Drug Prescription plan shall be as follows:

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

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

\$5.00 co-pay per prescription for generic

\$3.00 co-pay for mail order prescriptions

(b) Effective February 1, 1997, the prescription network known as Medco (CCNII Network) will be implemented.

(c) Effective September 1, 2006, the Prescription Plan shall be modified as follows:

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

(d) Effective July 1, 2012, the following changes in prescription copayments shall be implemented:

Retail Co-Pays (up to 30 days)

- \$6 - generic
- \$15 - brand (no generic available or physician required)
- \$20 - brand (generic available)

Mail Order (90-day supply)

- \$5 - generic
- \$10 -brand (no generic available or physician required)
- \$15 - brand (generic available)

(e) Drug Utilization Plan:

1. Enhanced concurrent drug utilization review
2. Preferred drug step therapy limited to PPI, SSRI and Intranasal steroid drugs
3. Clinical Intervention (MD Statement of medical necessity) limited to Anti-narcoleptic agents, weight less and anti-neoplastic agents.

- (f) Continued restriction on flow through of prescription copays to major medical.

Section 5. Dental Plan

(a) The premium for dental benefits shall be shared as follows: the annual cap on the dental plan shall be increased to \$2000.00 per annum for both single and family coverage. Effective January 1, 2006, the County shall pay \$52.31 per month towards the premium and officers shall pay \$37.48. Effective January 1, 2007, the County agrees to pay for any increase to the dental premium (excluding any increase in the orthodontics premium, if applicable). 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. All premium amounts referenced in this subparagraph are exclusive of orthodontic insurance premiums payment of which is referenced in subparagraph (b) below.

(b) Effective as soon as practicable, employees will be permitted to participate, at their own expense, in the orthodontic insurance program available to County Correction Officers. Payment of premiums will be by regular payroll deduction.

Section 6. Retiree Insurance

(a) Effective September 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Exhibits B and C attached hereto. The conditions and requirements for receiving these benefits are set forth in Exhibits B and C. The benefits in Exhibit B shall also be applied to all employees who meet the requirements and who retired on or after January 1, 2005 through the date of execution of the successor collective bargaining agreement.

(b) Vesting of Rights: All employees hired on or prior to December 31, 2009 and their eligible dependents, are vested as to all eligibility criteria and benefits set forth in Exhibit B, attached to this Agreement. Any material changes to Exhibit B made pursuant to any future



agreements with and/or arbitration and/or court proceedings involving the County and the PBA shall not be effective to change those employees' rights and benefits under Exhibit B, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>2</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 Exhibit B. 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 specific employee eligible for benefits under Exhibit B.

(c) Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. This plan shall provide for free mail order prescriptions and 30% co-pay for retail. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base health plan will be converted from CIGNA ROAP7 to CIGNA ROAP3.

(d) The County shall provide individual contracts to all current unit members and all unit members hired from the date of this agreement through December 31, 2009. This contract, annexed hereto as Exhibit E, shall obligate the County to provide the benefits described in Exhibit B regardless of any future changes in the collective negotiations agreements. This contract shall also provide those benefits to the above-noted unit members' eligible dependents regardless of any future changes in the collective negotiation agreements.

(e) Dependents of employees eligible for retiree health benefits under Exhibit B shall

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<sup>2</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 employers.

also be provided with coverage pursuant to the health insurance plan's rules.

Section 7. Cafeteria Plan

The County Board of Chosen Freeholders has adopted a cafeteria plan for its employees pursuant to Resolution No. 1291-2000.

Section 8. Health Benefit Buyout Option

Any employee with either Family or Husband/Wife coverage in any of the available health benefits plans may voluntarily opt out of that plan provided 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 \$5,000.00 annually, to be paid in 26 installments over the next year. This payment will be prorated if less than one year of the benefit is available. 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. This benefit shall be discontinued if the County becomes self-insured.

Section 9. Effective September 1, 2006, the VSP Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

Section 10. Registered domestic partners will be eligible for health benefits in accordance with the County Policy on Domestic Partnership as set forth in Freeholder Resolution No. 1170-2005.

**ARTICLE VI**  
**VACATIONS**

Section 1. Vacation Eligibility

(a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.

(b) Employees with one (1) to eight (8) years of service shall be entitled to thirteen (13) working days vacation each year.

(c) Employees with eight (8) completed years to ten (10) years of service will be entitled to fourteen (14) working days vacation each year.

(d) Employees with ten (10) completed years to fifteen (15) years of service will be entitled to seventeen (17) working days vacation each year.

(e) Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to nineteen (19) working days vacation each year.

(f) Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to twenty-two (22) working days vacation each year.

(g) Employees with twenty-five (25) to thirty (30) 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 2. Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

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

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

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

Employees will continue to be permitted to utilize up to four (4) vacation days per year as floating days, during the first three quarters of the year, provided there is sufficient manpower and at least three (3) days prior notice is given to the Sheriff's office. In the event all four (4) floating days have not been taken in the first three quarters of the year, the remaining days will be scheduled by management in the fourth quarter.

Section 4. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year 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 5. An employee who is retiring on pension based upon length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6. Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

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

of vacation or sick leave.

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

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

Section 10. Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year after having taken a vacation allowance for the year.

Section 11. Vacation selections shall be by departmental seniority. The Employer retains the right to decide how many employees may be on vacation in any work unit at any time. Employees shall first select vacations in increments of five days or more before floating days are selected.

## ARTICLE VII

### RETENTION OF EXISTING BENEFITS

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

**ARTICLE VIII**  
**NO STRIKES OR LOCKOUTS**

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

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

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

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

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

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

Section 4. Should any grievances defined herein arise between an employee and/or the P.B.A. and the Employer, the following procedure shall be followed:

Step 1. A grievance shall first be discussed with the Undersheriff for the purpose of resolving it informally.

A grievance must be presented at Step 1 within ten (10) working days from the date when the grievant knew or should have known of the facts which gave rise to the grievance.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, the aggrieved party may file a grievance in writing with the Sheriff of Union County or his designated representative within ten (10) working days after receipt of the answer at Step 1 or after the time when said answer should have been received. A meeting on the grievance shall be held between the Sheriff or his designated representative and the aggrieved party together with the PBA's designated representative not later than ten (10) working days from the date of the filing of the grievance in writing with the Sheriff. The Sheriff will render his decision in writing within ten (10) working days after the meeting is completed.

Step 3.

(a) If a satisfactory settlement is not reached at Step 2, and the P.B.A. decides to pursue the matter to arbitration, it may do so by making a written request to the New Jersey Public Employment Relations Commission, 495 West State Street, P.O. Box 429, Trenton, New Jersey 08625-0429, within fifteen (15) working days after receipt of the Sheriff's Step 2 answer or when said answer should have been received. A copy of the request shall be given to the Sheriff and to the County Director of Personnel. The parties shall follow the prevailing rules established by the New Jersey Public Employment Relations Commission for binding arbitration.

(b) The fees and expenses of arbitration shall be borne equally by the County of Union and P.B.A. Local 108.

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

(d) Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

(e) The total costs of stenographers' records which may be made and transcripts thereof shall be paid for by the party ordering same.

(f) 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 the agreement.

(g) 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 shall 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.

(h) All grievance meetings and/or hearings as provided for herein shall be conducted in private and shall be limited to the parties, their representatives and witnesses.

**ARTICLE X**  
**HOURS OF WORK**

Section 1. The normal hours of work for all employees employed by the Employer, shall consist of seven and one-half (7-1/2) hours of work per day and thirty-seven and one-half (37-1/2) hours of work per week Monday to Friday. The work week is from 12:01 a.m. Saturday to 12:00 midnight Friday. In the event that the Employer changes the work week this contract shall automatically be amended to reflect such change. The normal starting time shall be 8:30 a.m.



and the normal quitting time shall be 4:30 p.m. The five minute shape up shall be eliminated.

Effective March 1, 1997, employees in this unit shall work 41 hours per week and the rates of pay set forth in the salary guide (Exhibit A) reflect the agreed upon compensation for this 41 hour work week. The additional one hour shall be a "flex hour" and all 41 hours in the work week shall be in accordance with the work schedule established by the Sheriff.

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

Effective August 1, 2001, employees assigned to the late shift will no longer receive a shift differential in the amount of \$30.00 per week.

Section 2. Post/Shift Bidding. The parties recognize that certain posts may require special skills. The Sheriff or his designee shall have sole discretion in deciding which posts require special skills. All posts not requiring special skills shall be annually posted for bid in November for the subsequent calendar year. Employees shall be permitted to bid on positions and work shifts based upon departmental seniority. The Sheriff or his designee shall retain the authority to reassign employees from their bidded position for training purposes or to cover a vacant shift.

## ARTICLE XI OVERTIME

Section 1. Employees shall not be paid overtime unless such overtime is authorized by the Sheriff or his designated representative. If, however, employees are directed by the Court to remain on duty after normal quitting time and the employees are unable to secure prior approval from the Sheriff for this extra work, such extra work will be paid for pursuant to the overtime provisions of this Agreement.

Section 2. Employees covered by this Agreement shall be paid overtime at the rate of

time and one-half his or her regular rate of pay for all hours worked in excess of forty-one (41) hours of work per week. Employees shall have the right to opt for overtime compensation to be paid in cash or compensatory time off.

For purposes of this Article, paid time off for sick leave, personal day, vacation, holiday, or death in the family shall constitute a normal day (8.20 hours effective 7/2/94) of work. Authorized time off for Union or P.B.A. business during normal working hours shall constitute time worked.

Section 3. Effective January 1, 2000, all overtime shall be paid in the pay period after it accrues or is earned.

Section 4. There shall be no pyramiding of overtime.

Section 5. All foreseeable overtime within one's assigned unit shall be equally distributed based upon the ability to perform the required task. This shall not include courtroom overtime, which shall continue to be that the officer assigned to a specific court shall work the overtime in that court.

Section 6. Hospital Prisoner Security Assignments shall be equally distributed from a rotating list of officers who have declared their intentions to participate in this overtime assignment and have the ability to perform the required task.

Section 7. The Sheriff or his designee shall determine which units or officers shall perform any specialized task that may develop that does not clearly fall within the job responsibilities of a particular unit.

## ARTICLE XII

### CALL-IN TIME

Section 1. Effective June 1, 1994, an employee who is called in to duty outside of his or

her regularly scheduled work shift shall be compensated at the overtime rate of pay with a minimum of 3 hours pay at such overtime rate. Effective July 1, 2012, an employee who is called in to duty outside of his or her regularly scheduled work shift shall be compensated at the overtime rate of pay with a minimum of 4 hours pay at such overtime rate. This call-in provision shall not apply to overtime required at the beginning or end of a regular tour of duty.

Section 2. Employees required to wear a beeper paging unit shall be paid \$50.00 for each week they are required to wear such beeper paging unit unless called in to duty in which case the employee shall receive call-in pay in lieu thereof. Effective January 1, 2007, the amount will be increased to \$100.00 per week.

**ARTICLE XIII**  
**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

Holidays falling on a Saturday will be celebrated on the preceding Friday. Holidays falling on a Sunday will be celebrated on the following Monday.

All unit employees will be given either Lincoln's birthday or the day after Thanksgiving as a paid holiday, but not both. One-half of the employees covered by this agreement shall receive Lincoln's birthday off as a paid holiday and the other half shall receive the day after Thanksgiving off as a paid holiday. In the event that such a scheme does not produce sufficient staffing, then the employer may require employees to work on their designated holiday. Employees who work on their designated holiday off will be compensated with holiday pay for the hours actually worked.

Section 2. If an employee is called in to work on a regularly scheduled holiday, he shall be paid for the holiday plus time actually worked.

Section 3. The Employer agrees to reduce the staff of employees covered by this agreement to one-half (1/2) when Courts are closed during the Christmas and New Year's recess,

and the Easter recess, if declared, said reduction to be implemented as follows:

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

(b) It is understood and agreed that court recess and permissive time off are declared and/or controlled by the Judiciary. When a recess is declared and permissive time off is given for the recess it is understood and agreed that one-half of the personnel covered by this agreement must be working at all times. When the recess is declared and the recess is for an even amount of days then the personnel covered by this agreement shall select their preferences among themselves for one-half time off for the recess. When a recess is for an odd number of days then the least senior half of the personnel covered by this agreement shall have the preference for the extra or odd day and the next time a recess is declared for an odd day then the most senior half of the personnel covered by this agreement shall have the preference for the odd or extra day. From recess to recess, the preference for odd days shall be rotated as hereinabove set forth.

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

**ARTICLE XIV**  
**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 Sheriff. The leave may only be taken if the Sheriff approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment.

- (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. Employees who are entitled to a personal day benefit shall be entitled to one “peremptory” use of any given personal day per year. This single peremptory Personal Day shall not be denied or subject to restrictions, except where granting the Personal Day would result in a significant impact to an operational justification indicated by the Employer.

Section 3. No personal leave shall be applied for, approved or granted immediately before or after any vacation period, holiday period or weekend, except under justified circumstances.

Section 4. Leave days, as provided herein, must be used in a one (1) year period and shall

not be accumulated from year to year.

**ARTICLE XV**

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

**ARTICLE XVI**

**P.B.A. DELEGATE**

Section 1. The P.B.A. Delegate shall be given reasonable time off (not to exceed nineteen (19) days during the year inclusive of the New Jersey State P.B.A. Conventions), with prior approval from the Sheriff and consistent with adequate staffing requirements, to attend State P.B.A. meetings, conventions and committee meetings. In addition, the parties agree that the President of P.B.A. Local 108, upon receiving prior approval from the Sheriff, or from either of the Undersheriffs, shall be given reasonable time off to handle grievances, negotiations, and other P.B.A. business during normal working hours. The parties agree to abide by the requirements of N.J.S.A. 11A:6-10, as amended, with regard to granting convention leave to authorized representatives of P.B.A. Local 108.

Section 2. Requests for leave shall be submitted to the Undersheriff for Administration. Such requests shall be submitted no less than one (1) week in advance of the date for which leave is requested. Such requests shall not be unreasonably denied.

**ARTICLE XVII**  
**PERSONAL INJURY-LIABILITY INSURANCE**

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

Section 2.     Insurance Development Fund Benefit

Effective January 1, 2008, the Employer will provide the P.B.A. the means to create an insurance development fund (hereinafter the "Fund"). The purpose of the Fund shall be to reimburse (as hereinafter set forth) bargaining unit employee(s) represented by the PBA (hereinafter "employee(s)") and employed by the County as Corrections Officers for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:

1.     Legal Defense Insurance for the defense of any civil, criminal or administrative action or proceeding involving or arising out of the employee's employment or arising out of their activities as a Law Enforcement Officer on or off duty. Any disbursements made by the Fund for such insurance shall be consistent with the provisions of N.J.S.A. 40A:14-117 and Article XV of the collective negotiations agreement between the parties.
2.     Disability Insurance.
3.     Health Insurance.
4.     Other types of employment related insurance.

Effective January 1, 2007, the County agrees to provide one hundred and fifty (\$150.00) dollars per employee to the P.B.A. for the purpose of creating the Fund. Such payment shall be in a lump sum and shall be made on or before January 10th of each year.

The lump sum payment shall be transmitted to a designated official of the PBA by check



which shall be issued separate and apart from all checks currently transmitted to the PBA for Union Dues Deductions, as provided in Article 3 of the parties' collective negotiations agreement. The County's lump sum payment shall be deposited by the PBA in a separate insured bank checking account maintained in the name of the Fund. The PBA shall submit to the County Finance Department the name and address of the banking institution where the account is established and maintained, the account number and shall further provide the Finance Department with a monthly copy of the statement of account transactions received from said banking institution.

The PBA agrees to indemnify and to hold the County and its officials, agents, servants and employees harmless against any and all claims, demands, suits in law or equity, administrative proceedings and/or other forms of liability arising out of the transmission and/or receipt of the aforesaid payments from the County to the PBA and/or for the PBA's operation, administration or payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The PBA shall assume full responsibility for the Fund's operation, administration and disbursement of Fund monies.

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

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

transmit same to the County.

The PBA further agrees that it will provide the County with the following documentation no less than on a quarterly basis:

1. A copy of all insurance policies and corresponding paid invoices for which reimbursement was made out of Fund proceeds;
2. A statement of all disbursements made from the Fund and the reasons therefor;
3. A statement of all disbursements made by the Fund and the reasons therefor; and,
4. A statement of the reconciled account of the Fund.

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

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

## ARTICLE XVIII

### 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 P.B.A. because of membership or activity in the P.B.A. The P.B.A., or any of its agents, shall not intimidate or coerce employees

into membership.

**ARTICLE XIX**  
**EQUAL EMPLOYMENT**

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

**ARTICLE XX**  
**MISCELLANEOUS**

Section 1. Nothing herein shall prevent the parties from meeting for the purpose of reviewing problems which exceed the scope of the Sheriff's authority except that this Agreement may not be modified, altered, or changed without the mutual agreement of the parties hereto.

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

Section 3. In the event that there is a change in structure of the Union County Sheriff's office by reason of promulgation of new rules and regulations by the New Jersey Civil Service Commission during the term of this Agreement, the impact of any such change in structure shall be the subject of negotiations.

Section 4. Payment for the attendance of approved seminars/conferences shall be pursuant to County Policy PIB 1-01-01.

Section 5. The County shall maintain the right to deploy the Honor Guard as the Sheriff deems appropriate. The County shall provide a one-time stipend for each member of the Honor Guard who has served on the guard continuously for six months prior to June 11, 2012 in the

amount of \$250 to cover the cost of uniform upkeep and maintenance. An employee performing with the Honor Guard will be given release time from work or, if off duty, will be given equal compensatory time for their time in such service.

Section 6. Effective as soon as practicable, the PBA shall be provided with office space, in a location to be determined by the Union County Sheriff, including a desk, chair and telephone, for the use of its authorized representatives and visitors in order to conduct PBA business.

Section 7. The PBA President or his designee shall be allowed to attend the funeral of any law enforcement officer in the State of New Jersey who is killed in the line of duty. Such attendance shall be without loss of pay or time.

## **ARTICLE XXI**

### **CLOTHING**

Section 1. The Employer agrees to provide Four Hundred (\$400.00) Dollars per year for each employee covered by this Agreement for clothing and special equipment required for the job.

In addition, each employee shall receive Three Hundred (\$300.00) Dollars towards the purchase of or reimbursement for a leather jacket conforming to the Sheriff's regulations. The Three Hundred (\$300.00) Dollars shall be paid together with the clothing allowance in accordance with past practice. New hires shall receive Three Hundred (\$300.00) Dollars for the purchase of a leather jacket conforming to the Sheriff's regulations in addition to the clothing allowance in effect at their time of hire.

Effective January 1, 2000, the clothing allowance shall be increased to Five Hundred (\$500.00) Dollars. Effective January 1, 2001, the annual clothing allowance shall be Five

Hundred Twenty-Five (\$525.00) Dollars. Effective January 1, 2002, the annual clothing allowance shall be Five Hundred Fifty (\$550.00) Dollars. Effective January 1, 2003, the annual clothing allowance shall be Five Hundred Seventy-Five (\$575.00) Dollars.

Effective and retroactive to January 1, 2005, the annual clothing allowance will be increased to Six Hundred (\$600.00) Dollars. Effective and retroactive to January 1, 2006, the annual clothing allowance will be increased to Six Hundred Twenty-Five (\$625.00) Dollars. Effective January 1, 2007, the annual clothing allowance will be increased to Six Hundred Fifty (\$650.00) Dollars.

Effective January 1, 2008, this Section will be eliminated and as of that date be considered null and void, with the exception of the last sentence of Section 1, below, which shall be retained.

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

Section 2. Employees covered by this Agreement shall be entitled to a clothing maintenance allowance of Five Hundred (\$500.00) Dollars per year which includes cleaning and repair of the same.

Section 3. Effective September 1, 2006, the County shall reimburse an employee for the reasonable cost of repair and replacement of prescriptive eyeglasses, watches, or shoes which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such items are not otherwise covered by warranty. The County's maximum liability under this provision shall be Seventy-Five (\$75.00) Dollars for glasses/contacts and Fifty (\$50.00) Dollars per item per employee per incident for all listed items. An employee claiming reimbursement under this clause shall present the item which needs repair or replacement to the

County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the Union County Sheriff's Department. Upon repair or replacement of the item broken or damaged, the employee shall submit proof of payment and the Union County Sheriff's Department shall reimburse the employee for the reasonable cost thereof as provided herein.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

In the event that any federal or State legislation, governmental regulation or court decision shall cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. The parties shall immediately meet to negotiate concerning the Article or Section declared invalid.

**ARTICLE XXIII**  
**DEATH IN FAMILY**

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

**ARTICLE XXIV**  
**ON THE JOB INJURY**

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

- (a) The employee shall notify the Sheriff and the Personnel Office of the work related

injury or illness.

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his/her full pay for up to one year if there was an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, or for up to one year if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. Anything herein stated to the contrary notwithstanding, any holidays falling within the one year, 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 one year 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 employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

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

## ARTICLE XXV

### SICK LEAVE

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

- (a)     Personal illness or injury;
- (b)     Exposure to contagious disease;
- (c)     Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relatives residing in the employee's household);
- (d)     Death in the employee's immediate family, for a reasonable period of time.

Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function, on the job. In such cases, reasonable proof may be required by the County.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his



supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave is earned in the following manner:

(a) New employees shall only receive one (1) working day for the initial month of employment if they begin on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.

(b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

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

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

(e) Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

(f) Unused sick leave shall accumulate from year to year without limit.

(g) Employees taking sick days shall be charged for actual time used in full or half-day increments.

Section 4. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness.

Section 5.

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in a twelve (12) month period 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 twelve (12) month period. In cases where an illness is of a chronic or recurring nature causing recurring absences of one (1) day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months.

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

i. In the case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

ii. In the case of death of the immediate family, reasonable proof shall be required.

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

Section 6. Commencing January 1, 2007, employees shall be entitled to a Sick Leave Incentive Bonus equal to one (1) day's pay for each calendar-year quarter (e.g., Jan. 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31) during which time they do not utilize any sick days. Employees who do not utilize any sick days during an entire calendar year will receive an additional bonus equal to one (1) day's pay for a total bonus of five

(5) days' pay. Employees who utilize more than four (4) sick days in any quarter will not be eligible for a sick leave bonus in the succeeding quarter except where the sick days were utilized due to the employee's serious health condition as defined in the federal Family and Medical Leave Act ("FMLA") in which case the County would be able to require confirmation of the existence of such serious health condition to the same extent it would under the FMLA.

Sick leave bonus payments will be made by not later than the second pay period in January, following the year in which they are earned.

**ARTICLE XXVI**  
**UNUSED SICK LEAVE**

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) Employees who are eligible for this benefit shall be compensated in accordance with the following schedule:

100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000

201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500

301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000

over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000

(c) The rules and regulations applicable to eligibility for this benefit are as follows:

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. Effective January 1, 1991, the age requirement shall be eliminated.

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 thirty days after the effective date of retirement.

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently re-enter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County service subsequent

to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently re-enters county employment will be considered to have incurred a break in service.

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of twenty-five years' service with the County. Prior service with other governmental entities shall also not be counted toward the requirement of twenty-five years, service with the County.

8. COMPUTATION:

(a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

(b) The amount shall be computed in accordance with the schedule set forth in paragraph (b) of this provision. Overtime, shift differential, stipends or other supplemental pay shall not be included in computation.

(c) 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.

(d) The lump sum supplemental compensation payment shall be made within sixty days after the date of retirement, if possible.

- (e) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

(a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment sixty (60) days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

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

(1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.

(2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.

(3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.

(4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.

(5) All sick leave was reportable and reported accordingly.

(6) The timekeeping 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.

## **ARTICLE XXVII**

### **P.B.A. AND EMPLOYEE RIGHTS**

The County shall provide the PBA President with a copy of all newly issued or amended Orders, Rules or Regulations at least five working days prior to their effective date.

The Sheriff shall have the right to hire all employees and, subject to Rules and Regulations, to determine their qualifications and conditions for their continued employment, dismissal, demotion, promotion, transfer and to discipline for just cause, subject to the New Jersey Statutes and the Administrative Code of the County of Union.

The P.B.A. negotiations team, consisting of one member in addition to the President and Vice President, shall be allowed reasonable time off with pay to prepare for contract negotiations in the year that the collective bargaining agreement expires.

When an officer is involved in a critical incident, such as a shooting, motor vehicle accident or physical altercation, said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed two business days unless the officer is

physically or mentally incapacitated.

## **ARTICLE XXVIII**

### **SENIORITY**

Seniority in the Sheriff's office is established first by rank and second by time served in rank. Seniority for all purposes for Sheriff's Officers and for Sheriff's Investigators shall be based upon permanent certified time as a Sheriff's Officer or Sheriff's Investigator. In the event of a tie for seniority purposes, the Sheriff's Officer will be considered as having greater seniority than the investigator. Where conflict occurs because of identical service or dates of employment, the employee with the higher position on the Civil Service Eligibility List from which the appointments were made is deemed to be the senior employee.

The Union County Sheriff's Office shall furnish the P.B.A. an updated seniority list in January and July of each year.

## **ARTICLE XXIX**

### **TEMPORARY ASSIGNMENT**

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



**ARTICLE XXX**

**SEMINAR/CONFERENCE PAYMENTS**

Pursuant to County Procedural Informational Bulletin 1-01-01, employees may apply for advance payment of registration and tuition fees, travel and lodging costs for pre-approved conferences, seminars, training and schooling.

**ARTICLE XXXI**

**DURATION**

This Agreement shall become effective on January 1, 2010, except where otherwise indicated, and shall terminate on December 31, 2014. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this


6<sup>th</sup> day of August, 2015.

WITNESSETH:



COUNTY OF UNION

By:   
Alfred Faella  
County Manager

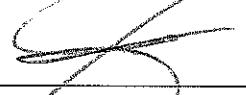
By:   
Joseph Cryan  
Acting Union County Sheriff


ATTEST:

OF \_\_\_\_\_


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


By:   
President

By:  #11  
Past President

By:   
Past Vice President

APPROVED AS TO FORM:

By:   
Kathryn Hatfield, Esq.  
County Attorney

  
James Pelletiere  
Clerk of the Board

**EXHIBIT A**  
**SALARY GUIDE**

Employees hired prior to July 1, 2012, shall be compensated pursuant to the following salary guide:

<b>Sheriff's Officers Hired before 7/1/12</b>						
	<b>2010</b> 0.00%	<b>2011</b> 2.25%	<b>Jan 2012</b> + \$210 SOP	<b>Jul 2012</b> 2.50%	<b>Jan 2013</b> 2.00%	<b>Jan 2014</b> 2.00%
Start	34,778	35,561	35,561	36,450	37,179	37,922
Academy Grad	40,457	41,367	41,367	42,401	43,249	44,114
1	49,122	50,227	50,227	51,483	52,513	53,563
2	53,163	54,359	54,359	55,718	56,832	57,969
3	57,207	58,494	58,494	59,957	61,156	62,379
4	61,252	62,630	62,630	64,196	65,480	66,790
5	65,294	66,763	66,763	68,432	69,801	71,197
6	68,556	70,099	70,099	71,851	73,288	74,754
7	72,674	74,309	74,309	76,167	77,690	79,244
MAX - 8	79,169	80,950	80,950	82,974	84,633	86,326
10y - 9	1,365	1,365	1,575	1,575	1,575	1,575
	80,534	82,315	82,525	84,549	86,208	87,901
15y - 10	2,365	2,365	2,575	2,575	2,575	2,575
	81,534	83,315	83,525	85,549	87,208	88,901
20y - 11*	2,865	2,929	3,139	3,218	3,282	3,348
* Compounded	82,034	83,879	84,089	86,191	87,915	89,673

Effective January 1, 2012, senior officer pay shall be increased by \$210 at each step.

\*Compounded pursuant to contract.

Step 9 represents salary including senior officer pay beginning 10<sup>th</sup> year of employment as Sheriff's Officer.

Step 10 represents salary including senior officer pay beginning 15<sup>th</sup> year of employment as Sheriff's Officer.

Step 11 represents salary including senior officer pay beginning 20<sup>th</sup> year of employment as Sheriff's Officer.

Employees hired after July 1, 2012, shall be paid pursuant to the following wage scale:

<b>Sheriff's Officers Hired after 7/1/12</b>			
	<b>Jul 2012</b>	<b>Jan 2013</b> 2.00%	<b>Jan 2014</b> 2.00%
Start	32,772	33,427	34,096
Academy Grad	37,772	38,527	39,298
1	45,981	46,901	47,839
2	50,981	52,001	53,041
3	55,981	57,101	58,243
4	60,981	62,201	63,445
5	65,981	67,301	68,647
6	70,981	72,401	73,849
7	75,981	77,501	79,051
MAX - 8	82,974	84,633	86,326

## EXHIBIT B

### RETIREE HEALTH BENEFITS

**(Employees hired on or prior to December 31, 2009)**

Effective September 1, 2006, there shall be a health insurance plan for employees covered by the recognition clause of the collective bargaining agreements, 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 Firemens Retirement System ("PFRS") and at least 10 years of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided to those retirees and their dependents 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 receiving such substantially equivalent or better health insurance.

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. Employees hired on or prior to December 31, 2009 and their eligible dependents, are vested as to all eligibility criteria and benefits set forth in this Exhibit B. Any materials changes to this Exhibit B made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the PBA shall not be

effective to change those employees' rights and benefits under this Exhibit B, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>3</sup> If not generally available at commercially reasonable rates, then the County is obliged to provide such employees with a retirement benefit plan that is substantially equivalent or better than the coverage set forth in this Exhibit B. 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 this Exhibit B.

3. 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.

4. Cessation of Subsidy

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<sup>3</sup> See footnote 2 above.

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 Exhibit B shall not be eligible for or receive the subsidy provided in Exhibit C attached hereto.

**EXHIBIT C**  
**RETIREE HEALTH BENEFITS**

**(Employees hired on or after January 1, 2010)**

Effective January 1, 2010, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. Eligibility

Employees must have been actively employed for the County of Union on or after January 1, 2010; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of health insurance coverage is provided for them.

2. Description

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

3. Subsidy



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

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

The remaining cost of the County's Health Insurance Plan shall be borne by the Retiree.

4. Modifications

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

**EXHIBIT D**  
**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2006, by and between the **County of Union** (herein the “**County**”) and the **Sheriff of the County of the Union** (herein the “**Sheriff**”) (collectively referred to herein as the “**County**”) and **[INSERT NAME OF INDIVIDUAL EMPLOYEE]** (herein the “**Employee**”), with the approval and consent of the **Policemen’s Benevolent Association, Sheriff’s Officers of Union County Local No. 108** (herein the “**PBA**”).

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

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

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the PBA agreed to substantial concessions including but not limited to all employees agreeing to have their 2005 wages frozen at those levels for 2006 and 2007 and to the elimination or modification of other valuable health insurance benefits as more particularly set forth in the Memorandum of Agreement (herein the “**Memorandum**”) dated September 14, 2006; and

**WHEREAS**, the PBA and Employee only agreed to such substantial concessions 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

**WHEREAS**, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and conditions of the Memorandum would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

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

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

**WITNESSETH:**

1. The County agrees that the retiree health insurance benefits set forth in the Memorandum will not be changed.

2. The County agrees 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 agrees 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 that any provision of such future agreement which purports to change any terms or conditions of this Agreement 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 County agrees that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement and it is the intent of the County that this Agreement is fully enforceable according to its plan language and that it is construed in favor of the Employee and against the County.

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 estates, also are bound. This Agreement is made for the benefit of all 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 County and Employee 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 the County with the agreement of the Employee hereto.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

COUNTY OF UNION

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

\_\_\_\_\_  
ATTEST

UNION COUNTY SHERIFF

By: \_\_\_\_\_  
Ralph Froelich  
Sheriff

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
[INSERT NAME], Employee

\_\_\_\_\_  
WITNESS