

2-0154

A G R E E M E N T

BETWEEN

Union County
THE COUNTY OF UNION

AND

PATROLMEN'S BENEVOLENT ASSOCIATION

UNION COUNTY CORRECTION OFFICERS

LOCAL NO. 199, INC.

X EFFECTIVE: JANUARY 1, 1987 THROUGH DECEMBER 31, 1989

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AGREEMENT

This Agreement made this *10th* day of *December*, 1987 between THE COUNTY OF UNION, hereinafter called "Employer" and PATROLMEN'S BENEVOLENT ASSOCIATION, UNION COUNTY CORRECTION OFFICERS, LOCAL NO. 199, INC., hereinafter called the "P.B.A."

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

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

ARTICLE 1

RECOGNITION

Section 1.

The Employer hereby recognizes the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc. as the exclusive representative for all its Correction Officers in the Union County Jail at its location at the Court House in Elizabeth, New Jersey.

ARTICLE 2

PAYROLL DEDUCTIONS OF P.B.A. DUES

Section 1.

The Employer agrees to deduct from the salaries of each employee who is a member of the P.B.A., under this Agreement,

dues for the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc., when authorized in writing to do so by each P.B.A. member. Individual authorization forms shall be filed by the P.B.A. with the appropriate business office of the Employer.

An authorization for deduction of P.B.A. membership dues, shall be terminated automatically when an employee is removed from the County. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

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

ARTICLE 3

MANAGEMENT RIGHTS

Section 1.

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

ARTICLE 4

NO STRIKE

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

Section 2.

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

ARTICLE 5

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.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end, the following procedures shall be followed:

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

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 1, the grievance may be filed in writing with the Director of the Department of Public Safety or his designated representative. A hearing on the grievance shall be held between the Director of the Department of Public Safety or his designee and the aggrieved party and the P.B.A.'s designated representative within five (5) working days after it has been presented. The Director of the Department of Public Safety will render a final decision in writing within five (5) working days after the 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 or her designee. A hearing on the grievance shall be held between the grievant, the Union's designated representative(s) and the County Manager or designee within ten (10) working days of the filing, and the County Manager or designee will render a final decision in writing within ten (10) working days after the 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 Civil Service review, the P.B.A. may request arbitration in writing within ten (10) working days after the answer is given by the County Manager or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the American Arbitration Association, One Executive Drive, Somerset, New Jersey 08873, with a copy to be sent to the County Manager, attaching copies of any statements or exhibits filed therein and the written notice to the American Arbitration Association in Somerset shall request that agency to submit panels of arbitrators to each of the respective parties to this agreement so that the parties may exercise, independently, their right of selection which may be filed directly with the American Arbitration Association in Somerset and processed in accordance with the procedures and rules of that agency.

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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 cancelling a hearing or withdrawing an arbitration proceeding shall pay the full cost of any cancellation or withdrawal charge. All other expenses of arbitration shall be borne by the party incurring such expense.

Section 4.

The total 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 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 findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

Section 7.

The time limits specified in the grievance and arbitration procedure shall be construed as maximum. However, these time periods may be extended by mutual written agreement only.

Section 8.

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

Section 13.

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

ARTICLE 6

SALARIES

Section 1.

Employees who were covered by this Agreement but who were terminated for cause prior to July 17, 1987 shall not receive retroactive increases covering the period from February 1, 1987 to their date of termination.

Except as set forth above, all employees covered under this Agreement shall receive per annum salaries for calendar year 1987 retroactively to February 1, 1987 as provided in the following Salary Schedule:

County Correction Officers- \$24,209.00 - \$26,875.00
hired before July 1, 1987

1st Step - \$24,988.00

2nd Step - \$25,732.00

3rd Step - \$26,875.00

County Correction Officers- \$22,839.00 - \$26,875.00
hired after July 1, 1987
shall have the following
salary range effective
July 1, 1987

1st Step - \$23,589.00

2nd Step - \$24,209.00

3rd Step - \$24,988.00

4th Step - \$25,732.00

5th Step - \$26,875.00

Section 2.

Effective February 1, 1988 all employees covered under this Agreement shall receive per annum salaries as provided in the following Salary Schedules:

County Correction Officers- \$25,618.00 - \$28,475.00
hired before July 1, 1987

1st Step - \$26,442.00

2nd Step - \$27,230.00

3rd Step - \$28,475.00

County Correction Officers- hired after July 1, 1987		\$24,205.00 - \$28,475.00
1st Step	-	\$24,955.00
2nd Step	-	\$25,618.00
3rd Step	-	\$26,442.00
4th Step	-	\$27,230.00
5th Step	-	\$28,475.00

Section 3.

Effective January 1, 1989 all employees covered under this Agreement shall receive per annum salaries as provided in the following Salary Schedules:

County Correction Officers- hired before July 1, 1987		\$26,305.00 - \$29,425.00
1st Step	-	\$27,151.00
2nd Step	-	\$27,960.00
3rd Step	-	\$29,425.00

County Correction Officers- hired after July 1, 1987		\$24,892.00 - \$29,425.00
1st Step	-	\$25,642.00
2nd Step	-	\$26,305.00
3rd Step	-	\$27,151.00
4th Step	-	\$27,960.00
5th Step	-	\$29,425.00

Section 5.

Effective July 1, 1989 all employees covered under this Agreement shall receive per annum salaries as provided in the following Salary Schedules:

County Correction Officers- hired before July 1, 1987		\$26,992.00 - \$30,375.00
1st Step	-	\$27,860.00
2nd Step	-	\$28,690.00
3rd Step	-	\$30,375.00

County Correction Officers- hired after July 1, 1987		\$25,579.00 - \$30,375.00
1st Step	-	\$26,329.00
2nd Step	-	\$26,992.00
3rd Step	-	\$27,860.00
4th Step	-	\$28,690.00
5th Step	-	\$30,375.00

Section 6.

Anything herein stated to the contrary notwithstanding, if the dental premium increase for 1987 or any year thereafter exceeds the rate in effect for 1986 then the same shall be deducted from the salary schedules for the year in which such increase occurs in a lump sum deduction and the salary schedule will be amended accordingly.

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Section 7.

Adjustments in Rates of Pay:

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

ARTICLE 7

LONGEVITY

Section 1.

All employees covered by this Agreement shall be entitled to and shall be paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and Amendments and Supplements thereto.

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

Section 2.

Any employee who was hired by the County subsequent to January 1, 1973, shall not be entitled to the provisions or benefits of the existing longevity program set forth in this Article.

All employees presently employed and covered by this Agreement shall continue to enjoy the full benefits of the provisions of the existing longevity program.

ARTICLE 8

EQUAL EMPLOYMENT

Section 1.

The Employer and the P.B.A. hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color,

national origin, age, sex, ancestry, religion, marital status, or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

ARTICLE 9

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 10

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

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

ARTICLE 11

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. Neither the P.B.A. nor any of its agents, shall intimidate or coerce employees into membership. Neither the

Employer nor the P.B.A. shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE 12

SENIORITY

Section 1.

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

Section 2.

The County of Union agrees to provide the P.B.A. with a list of the Correction Officers in order of seniority.

Section 3.

Seniority shall be the basis upon which employees shall select vacation schedules, shifts and overtime except in circumstance where the granting of such vacation, shifts or overtime will interfere with the efficient operation of the jail.

Section 4.

The County of Union agrees that all future assignments to preferential positions for Correction Officers will be posted and that seniority will be considered as a major factor for these assignments. The parties understand and agree, however, that final authority for filling these assignments remains with the Director of the Department of Public Safety.

ARTICLE 13

OVERTIME

Section 1.

Overtime shall be paid in money within the limits of funds available.

Section 2.

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

Section 3.

Overtime shall be awarded on a seniority basis as hereinafter set forth.

(A) Projected overtime shall first be offered to the employees whose names appear at the top of the volunteer overtime seniority list. Upon being offered an overtime assignment, the employee's name shall go to the bottom of the list, regardless of whether he works the overtime assignment. In order for an officer to be eligible for projected overtime the officer:

- (1) Must not be scheduled for vacation that day;
- (2) Must be scheduled to work for eight hours after returning from sick leave and prior to working the overtime;

- (3) Must be personally contacted on the date that the overtime is called.
- (B) Non-projected overtime will be filled by one of the two following methods:
- (1) If the shift commander believes that there is sufficient time to utilize the overtime seniority list until it is exhausted, then he will use the list.
- (2) If the shift commander believes that there is insufficient time to utilize the overtime seniority list until it is exhausted, then he will contact the first five persons on the list. If none of the first five accept the overtime, then he will seek a volunteer. If there is no volunteer, then he will assign someone on his shift from a rotational reverse seniority forced overtime list.
- (C) Documentation. All overtime will be documented on an incident report to include the officers' names dispositions, dates, shifts and posts. The names of the officers working the overtime, the numbers of hours to be worked and the reasons will be placed on the overtime sheet. The name of the officer will be placed on the schedule in the appropriate slot.

- (D) The Employer agrees that overtime consisting of time and one-half (1 1/2) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work per week; provided, however, the fifth (5th) day sick leave policy heretofore in effect shall be modified so that the County may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable prior to payment of overtime.
- (E) If an employee works less than thirty (30) minutes beyond his or her regular scheduled shift because a replacement is late, he or she shall receive straight time for the same and shall not receive overtime and the employee reporting late shall receive an appropriate deduction from his or her pay. If an employee works beyond thirty (30) minutes after his or her regular scheduled shift irrespective of the cause he or she will receive time an one-half (1 1/2) of his or her regular rate of pay for all time worked beyond the regular shift.

ARTICLE 14

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) year period and shall not be accumulative from year to year.

ARTICLE 15

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-one (21) working days vacation each year.
- (G) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year, plus one additional day of vacation per year for each completed year of service above 25 completed years of service to a maximum of thirty (30) working days' vacation per year.

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 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 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 now 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 forward into the next succeeding year only.

ARTICLE 16

SHIFT DIFFERENTIAL

Section 1.

Effective January 1, 1987, the Employer will continue to pay shift premiums, in addition to the specified salary, to employees covered by this agreement as follows:

- (A) 4:00 p.m. to Midnight shift - Three Dollars and Sixty Cents (\$3.60) per shift.
- (B) Midnight to 8:00 p.m. shift - Three Dollars and Sixty Cents (\$3.60) per shift.
- (C) 6:30 a.m. to 2:30 p.m. shift - Forty-One Cents (\$.41) per shift.
- (D) 10:00 a.m. to 6:00 p.m. shift- Sixty-Five Cents (\$.65) per shift.

Section 2.

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

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ARTICLE 17
DEATH IN FAMILY

Section 1.

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grand-children, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE 18

SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

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) One (1) day for each full month of service with the employer during the first calendar year of employment.
- (b) One and one-quarter (1-1/4) days for each full month of service in every calendar year thereafter.
- (c) Part-time employees shall receive sick leave credits on a pro-rated basis.
- (d) Sick leave credits shall not accrue while an employee is absent on a leave without pay.
- (e) Unused sick leave may be accumulated from year to year.

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 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. Abuse of sick leave shall be cause for disciplinary action.

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

Section 6.

Effective January 1, 1987, the County agrees to introduce 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 be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.

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

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

ARTICLE 19

CLOTHING ALLOWANCE

Section 1.

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

Section 2.

Effective January 1, 1987, and for the duration of the within Agreement, the Employer agrees to pay, as needed, an

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amount up to a maximum of Two Hundred (\$200.00) Dollars per year for each employee covered by this Agreement for clothing and special equipment required for the job; all payments made hereunder must receive prior approval by the Department Head.
Section 3.

Effective January 1, 1987 the Employer agrees to pay up to a maximum of Three Hundred (\$300.00) Dollars for clothing maintenance which includes cleaning and repair of the same. Effective January 1, 1988 and for the duration of this Agreement, the Employer agrees to pay up to a maximum of Three Hundred Twenty-Five (\$325.00) Dollars for clothing maintenance which includes cleaning and repair of the same. In the third year of this Agreement (1989) the County shall provide all permanent full time employees covered hereunder with one (1) Class A Blouse.

Each employee covered hereunder must submit a voucher or vouchers claiming the aforesaid payments and attached to the voucher or vouchers must be a receipt or receipts substantiating that the services have been furnished. The receipts must be submitted from commercial laundries and cleaners to the proper fiscal authorities of the County of Union and payment will be made upon their approval of the same; in no event shall reimbursement be made for cleaning or laundering performed in the homes of the employees.

ARTICLE 20

HOLIDAYS

Section 1.

The employer has designated the following days as holidays for the year 1987:

New Year's Day	-	Thursday, January 1, 1987
Martin Luther King's Birthday	-	Monday, January 19, 1987
Lincoln's Birthday	-	Thursday, February 12, 1987
Washington's Birthday	-	Monday, February 16, 1987
Good Friday	-	Friday, April 17, 1987
Memorial Day	-	Monday, May 25, 1987
Independence Day	-	Saturday, July 4, 1987
Labor Day	-	Monday, September 7, 1987
Columbus Day	-	Monday, October 12, 1987
General Election Day	-	Tuesday, November 3, 1987
Veteran's Day	-	Wednesday, November 11, 1987
Thanksgiving Day	-	Thursday, November 26, 1987
Day After Thanksgiving Day	-	Friday, November 27, 1987
Christmas Day	-	Friday, December 25, 1987

Section 2.

The employer has designated the following days as holidays for the year 1988:

New Year's Day	-	Friday, January 1, 1988
Martin Luther King's Birthday	-	Monday, January 18, 1988
Lincoln's Birthday	-	Friday, February 12, 1988
Washington's Birthday	-	Monday, February 15, 1988
Good Friday	-	Friday, April 1, 1988
Memorial Day	-	Monday, May 30, 1988
Independence Day	-	Monday, July 4, 1988
Labor Day	-	Monday, September 5, 1988
Columbus Day	-	Monday, October 10, 1988
General Election Day	-	Tuesday, November 8, 1988
Veteran's Day	-	Friday, November 11, 1988
Thanksgiving Day	-	Thursday, November 24, 1988
Day After Thanksgiving Day	-	Friday, November 25, 1988
Christmas Day	-	Sunday, December 25, 1988

Section 3.

The employer has designated the following days as holidays for the year 1989:

New Year's Day	-	Sunday, January 1, 1989
Martin Luther King's Birthday	-	Monday, January 16, 1989
Lincoln's Birthday	-	Sunday, February 12, 1989
Washington's Birthday	-	Monday, February 20, 1989
Good Friday	-	Friday, March 24, 1989
Memorial Day	-	Monday, May 29, 1989
Independence Day	-	Tuesday, July 4, 1989
Labor Day	-	Monday, September 4, 1989
Columbus Day	-	Monday, October 9, 1989
General Election Day	-	Tuesday, November 7, 1989
Veteran's Day	-	Saturday, November 11, 1989
Thanksgiving Day	-	Thursday, November 23, 1989
Day After Thanksgiving Day	-	Friday, November 24, 1989
Christmas Day	-	Monday, December 25, 1989

Section 4.

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

Section 5.

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 6.

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 21

RETENTION OF EXISTING BENEFITS

Section 1.

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 22

LABOR-MANAGEMENT MEETINGS

Section 1.

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

Section 2.

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

ARTICLE 23

P.B.A. DELEGATE

Section 1.

The P.B.A. Delegate shall be given time off, exclusive of emergencies, to attend State P.B.A. meetings, conventions and committee meetings not to exceed twenty-five (25) days during the year exclusive of the N.J. State P.B.A. convention. The parties recognize that by state statutes, the P.B.A. Delegate and two additional delegates shall be permitted to attend the P.B.A. convention for a period not exceeding four (4) days.

In addition, the parties agree that the president of the P.B.A. Local No. 199 and the State P.B.A. Local 199 Delegate shall be given time off to handle grievances and negotiations during working hours.

Any time off requested under this Article of the Agreement shall be in writing and shall require prior approval by the Department Head.

ARTICLE 24

SAVINGS CLAUSE

Section 1.

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 25

MISCELLANEOUS

Section 1.

In the event of job openings, the Department Head agrees to post any such openings, and to permit employees covered by the agreement to bid on such job openings. The bidding time shall be limited to one week unless such time is extended by mutual agreement of the parties. The Director of the Department of Public Safety further agrees that seniority will be considered as a major factor in filling any such job openings. The parties understand and agree, however, that final authority for filling any such job openings remains with the Department Head and/or County Manager.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

If an employee is injured or becomes ill arising out of and during the course of his 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 full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. Anything herein stated to the contrary notwithstanding, any holidays falling within the one hundred eighty (180) 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 hundred eighty (180) 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 temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County 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.

Section 7.

In the event of absence of jail personnel, it is the policy of the County of Union to attempt to fill all such vacant

positions to the extent possible with remaining personnel on the staff.

Section 8.

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

Section 9.

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

ARTICLE 26

INSURANCE

Section 1.

Effective November 1, 1980, all employees in the bargaining unit covered by the terms of the within Agreement shall be included in a Drug Prescription Plan, the premium to be paid by

the County of Union, which shall provide for an employee and his family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee of not more than Two (\$2.00) Dollars per prescription. The 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. /

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 1986 base, will be reflected in a lump sum deduction in the Wage Schedule established for the year in which such premium increases occur.

Section 3.

During the term of this Agreement, the County agrees to implement a program of subsidization of health insurance cost for retirees who were represented by the Union under the terms of the labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit B which is attached hereto and make part hereof.

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ARTICLE 27

DURATION

Section 1.

This Agreement shall become effective on January 1, 1987 and shall terminate on December 31, 1989. 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, 1989.

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

ATTEST:

Carli 12/10/87

COUNTY OF UNION

By: *Donald F. Anderson*
Donald F. Anderson
County Manager

ATTEST:

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

Joseph Cepparulo
Joseph Cepparulo

Joseph Russo
Joseph Russo

Patsy Franciotti
Patsy Franciotti

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EXHIBIT A

COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It

should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

5. DISABILITY RETIREMENT:

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; Prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County.

8. COMPUTATION:

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.
- b) The amount shall be computed at the rate of 1/2 the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.

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

9. GENERAL PROCEDURES:

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
 - 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
 - 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
 - 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
 - 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.

LAW OFFICES

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- 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.

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EXHIBIT B

HEALTH INSURANCE BENEFITS
FOR RETIREES

Effective January 1, 1987, there shall be a hospitalization 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, 1987; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital 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

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substantially similar coverage to that in effect for members of the bargain 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	\$57.18 per month
Single, Over 65	\$14.39 per month
H/W Under 65	\$85.00 per month
H/W Spouse Over 65	
P/C Employee Under 65	
H/W Over 65	\$28.49 per month
H/W Employee Over 65	
P/C Employee Over 65	
Family Under 65	\$85.00 per month
Family Spouse Over 65	
Family Over 65	\$39.43 per month
Family Employee Over 65	

The remaining costs of the County's Hospital 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 Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees

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