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A G R E E M E N T

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, 1993 through JUNE 30, 1995

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AGREEMENT

PREAMBLE

This Agreement made this 15th day of November, 1994, 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.".

W I T N E S S E T H:

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

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

ARTICLE I

RECOGNITION

Section 1. The employer hereby recognizes the Policemen's Benevolent Association, Sheriff's Officers of Union County, Local Number 108, Inc., as the exclusive negotiating representative for all of its Sheriff's Officers, 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.

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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 members.

(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. 34:13A-5.5(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, or if the membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE IV

SALARIES

Section 1. Employees in permanent status in 1993 shall be paid in accordance with the following salary scale. All permanent employees who attained Step 5 of the former salary guide as of November 1, 1993 shall proceed immediately to the new Step 6 of the guide, \$42,000.00. All other permanent employees shall progress through the new guide one step at a time.

Permanent Employees

| | <u>1/1/93</u> | <u>11/1/93</u> | |
|-----------------|---------------|----------------|---------------|
| Starting Salary | \$33,439 | \$34,777 | |
| 1st Step | \$34,316 | \$35,689 | |
| 2nd Step | \$35,197 | \$36,605 | |
| 3rd Step | \$36,074 | \$37,517 | |
| 4th Step | \$36,955 | \$38,433 | |
| 5th Step | \$37,832 | \$39,345 | |
| 6th Step | | \$42,000 | |
| | <u>4/1/94</u> | <u>11/1/94</u> | <u>1/1/95</u> |
| Starting Salary | \$35,473 | \$36,537 | \$37,450 |
| 1st Step | \$36,403 | \$37,495 | \$38,432 |
| 2nd Step | \$37,337 | \$38,457 | \$39,418 |
| 3rd Step | \$38,267 | \$39,415 | \$40,400 |
| 4th Step | \$39,202 | \$40,378 | \$41,387 |
| 5th Step | \$40,132 | \$41,336 | \$42,369 |
| 6th Step | \$42,840 | \$44,125 | \$45,228 |

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Section 2. Effective July 1, 1993, provisional employees and employees hired on and after July 1, 1993 shall be paid in accordance with the following salary scale:

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PROVISIONAL EMPLOYEES AS OF 7/1/93
AND EMPLOYEES HIRED ON OR AFTER 7/1/93

| | <u>7/1/93¹</u> | <u>11/1/93</u> | |
|---------------------------|---------------------------|----------------|---------------|
| Start | \$23,000 | \$23,000 | |
| Graduate Academy | \$26,000 | \$26,000 | |
| 1st year after Academy | \$29,500 | \$29,500 | |
| 2nd year after Academy | \$32,000 | \$32,000 | |
| 3rd year after Academy | \$34,500 | \$34,500 | |
| 4th year after Academy | \$37,000 | \$37,000 | |
| 5th year after Academy | \$39,500 | \$39,500 | |
| 6th year | | \$42,000 | |
| | <u>4/1/94</u> | <u>11/1/94</u> | <u>1/1/95</u> |
| Start | \$23,000 | \$23,000 | \$23,000 |
| Graduate Academy | \$26,000 | \$26,000 | \$26,000 |
| 1st year after Academy | \$30,090 | \$30,993 | \$31,768 |
| 2nd year after Academy | \$32,640 | \$33,619 | \$34,459 |
| 3rd year after Academy | \$35,190 | \$36,246 | \$37,152 |
| 4th year after Academy | \$37,740 | \$38,872 | \$39,844 |
| 5th year after Academy | \$40,290 | \$41,499 | \$42,536 |
| 6th year | \$42,840 | \$44,125 | \$45,228 |

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¹Provisional employees as of 7/1/93 were hired at old start salary of \$33,439. and will retain that salary until 1/1/94 at which time they will be placed on this new salary guide at start rates of \$23,000 per agreement of the parties. Employees hired after 7/1/93 will be placed on this new salary guide at start rate of \$23,000.00.

Section 3. Identification Clerk The existing salary schedule for the title of Identification Clerk shall be increased by four percent (4%) across the board effective November 1, 1993; an additional two percent (2%) across the board effective April 1, 1994; an additional three percent (3%) across the board effective November 1, 1994; and an additional two and one-half (2.5%) across the board effective January 1, 1995.

Section 4. Senior Officer Effective June 30, 1995, the position of Senior Officer shall be established and compensated as follows:

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

(b) Employees with 25 or more years of service as a Sheriff's Officer for Union county shall be entitled to Senior Officer pay in the amount of \$1,000.00 per annum which shall be added to base salary but shall not be compounded by any percentage increase applied to base rate.

Section 5. Detectives Sheriff's officers assigned as detectives shall receive an incremental increase added to their current step on the salary guide. Effective November 1, 1993 the incremental increase shall be improved by four percent (4%) to one thousand two hundred and thirty-nine dollars (\$1,239.00).

Effective April 1, 1994, the incremental increase shall be improved by an additional two percent (2%) to one thousand two hundred sixty-four dollars (\$1,264.00). Effective November 1, 1994, the incremental increase shall be improved by an additional three percent (3%) to one thousand three hundred and two dollars (\$1,302.00). Effective January 1, 1995, the incremental increase shall be improved by an additional two and one-half percent (2.5%) to one thousand three hundred thirty-five dollars (\$1,335.00).

Section 6. Sheriff's Detectives 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.

Section 7. 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 8. 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 Civil Service 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 9. Pay Day. The County shall have the right to change the weekly pay day from Thursday to Friday at such time as the County has made the appropriate administrative changes.

ARTICLE V

LONGEVITY

Section 1. During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto, provided, however, that any

person commencing full time continuous employment subsequent to January 1, 1973, shall not participate in nor be entitled to the benefits of the present County longevity program.

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

ARTICLE VI

PENSION AND WELFARE

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

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

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

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

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

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

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

Section 4. Prescription Plan.

(a) All employees covered by the terms of the within Agreement shall be included in a Drug Prescription Plan, the premium not to exceed Eighty-Five (\$85.00) Dollars per year, to be paid by the County of Union, which shall provide for a member and his family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee of not more than Two (\$2.00) Dollars per prescription. The names of the participating pharmacies and the exclusions of said Plan are more particularly delineated in the Plan. In successor years if there is any increase in premium over the Eighty-Five (\$85.00) Dollars, hereinabove provided, the same shall be paid by the employee.

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

Section 5. Dental Plan.

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

Section 6. Retiree Insurance.

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

(a) Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the county, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the Employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this Plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County

to verify that no other source of insurance coverage is provided for them.

(b) Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the negotiating unit. The County reserves the right to change or modify Plans at any time so long as the modified Plan provides substantially similar coverage to that effect at the time of this Contract.

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

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

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

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

ARTICLE VII

VACATIONS

Section 1. Vacation Eligibility:

- a. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- b. Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.
- c. Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
- d. Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
- e. Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.

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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 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. 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

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arrangements for addition of compensatory time to vacation shall be made sufficiently in advance to insure that all staffing requirements of the Department are adequately met.

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

Section 4. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year 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.

ARTICLE VIII

SERVICE OF PAPER ALLOWANCE

Section 1. All Sheriff's Officers who are assigned to a District and required to use their own cars to serve official papers of the Sheriff's Office shall receive the sum of One Hundred Eighty (\$180.00) Dollars per month as an allowance for their availability to serve papers and for expenses incurred therewith.

The parties understand and agree that no employee shall be entitled to payment of a monthly allowance under this Section if any such employee shall fail to make any services, re-services, or attempts of service during said month, except that employees on vacation shall receive their allowance, and the replacement covering the district shall not receive any additional compensation.

If an officer is absent for more than fourteen (14) calendar days in a calendar month, other than on vacation, the service of process allowance for that month shall be pro-rated between the

assigned officer and the replacement covering the District during the period of absence.

The parties further understand and agree that if conditions change at any time during the life of this contract, whereby the employees are no longer required to make service of papers, the allowance heretofore paid under this section shall be terminated immediately and completely.

Section 2. The Sheriff in consultation with the P.B.A. has determined the number of areas and size of areas he requires for service of papers during the term of this contract, said areas being 37 in number. All areas are assigned on a bid basis in the following manner: All employees who are Sheriff's Officers shall be given the opportunity to bid to serve papers during the term of the contract. The award of bids shall be on a seniority basis and all Sheriff's Officers shall be entitled to bid. At all times, there shall not be less than 52 employees available for service of papers, and seniority shall prevail in choice of areas. Areas are bid, on basis of seniority, with the 15 employees not assigned an area to be employed in dangerous areas in accordance with Section 3. Seniority for the purposes of this clause means continuous length of service as a Union County Sheriff's Officer or Investigator.

Section 3. The Employer and the P.B.A., recognizing the dangers inherent in sending single personnel to serve papers in high crime areas, agree that such personnel should be accompanied by a second officer. Accordingly, the parties agree that in

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those high crime areas where such additional personnel are needed, the Sheriff will continue to assign such additional personnel to accompany officers assigned to such high crime districts for the service of official papers of the Sheriff's Office in accordance with the bid procedure set forth in Section 2 of this Article. Such employees so employed shall receive the same allowance as those assigned to the district heretofore; provided that when one of the two employees assigned to a district is absent due to illness or vacation, the other employee assigned to the district shall complete the service of papers alone. It is further understood that both employees assigned to a district shall not be scheduled for vacation at the same time.

Section 4. All allowances hereunder shall be paid monthly and no later than the end of the following month, provided a voucher is submitted and approved promptly by the County Manager.

Section 5. The Sheriff shall not change existing districts or assignments during the term of this agreement without the P.B.A. being given the opportunity to give to the Sheriff suggestions and input as to how the districts or assignments may be carried out. The Sheriff agrees that any changes made in districts or assignments shall not result in a reduction in the existing number of employees receiving allowances provided, however, in case of a substantial change in conditions the Sheriff may make such reduction or changes. In the event a vacancy in an assigned district occurs, new assignments to that district shall be on a bid basis, and the employee presently

serving papers with the greatest seniority shall have the right of first refusal. The vacancies normally shall be filled within thirty (30) days after results of the bids are submitted to the Sheriff, or by the first working day of the month following said thirty (30) day period, whichever is greater.

Section 6. In the event an employee assigned to a district becomes incapacitated, and/or is on a leave of absence for at least fourteen calendar days, and his district is taken over by a fellow employee, the car allowance shall be paid pro-rata to the employee temporarily taking over the work until the permanent employee shall return. All employees working in high crime areas shall present verified vouchers for their allowance, stating that both employees participated in each of the services.

ARTICLE IX

RETENTION OF EXISTING BENEFITS

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

ARTICLE X

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 XI

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 employee's immediate supervisor for the purpose of resolving it informally.

A grievance must be presented at Step 1 within seven (7) 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 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 State Board of Mediation, 50 Park Place, Newark, New Jersey, 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 State Board of Mediation 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.

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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 XII

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 4:00 p.m. The five minute shape up shall be eliminated.

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

Effective July 2, 1994, the normal hours of work shall consist of 8 hours of work per day and 40 hours of work per week, Monday through Friday. The normal starting time shall be 8:30 a.m. and the normal quitting time shall be 4:30 p.m.

Section 2. The Sheriff may continue a schedule of 4-days-on, 3-days-off for a Court Entrance Security Squad. (The 4-3 shift may encompass non-court functions such as entrance security, search and rescue and warrants). The work day shall be 8 hours and 45 minutes. Effective July 2, 1994 the work day for this schedule shall be 10 hours. The starting and stopping times for the 4-3 shift shall be fixed at not earlier than 7:00 a.m. nor later than 5:00 p.m. Effective July 2, 1994 the stopping time for this shift may be 6:00 p.m. The third day off in the schedule shall be equitably scheduled among the members of the squad. Anyone interested in the 4-3 squad may apply to the Sheriff, who will make decisions based upon qualifications. Seniority shall be one of the criteria considered by the Sheriff.

If the 4-3 schedule is deemed unsatisfactory by the Sheriff, he shall give the P.B.A. at least 30 days' written notice before disbanding the shift and shall offer the P.B.A. an opportunity to meet and discuss same with him prior to disbanding the shift.

Section 3. The Sheriff may continue to use the following shifts:

- (a) Early shift, the hours of which shall be 7:30 a.m. to 3:00 p.m.; and effective July 2, 1994, 7:30 a.m. to 3:30 p.m.;
- (b) Second shift, the hours of which shall be 2:30 p.m. to 10:00 p.m.; and effective July 2, 1994, 3:30 p.m. to 11:30 p.m.

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

ARTICLE XIII

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 (40) hours of work per week, exclusive of time worked in service of papers as provided for in Article 8 of this Agreement.

For purposes of this Article, paid time off for sick leave, personal day, vacation, holiday, or death in the family shall constitute a normal day (7 1/2 hours, or 8 hours effective 7/2/94 as the case may be) of work. Authorized time off for Union or P.B.A. business during normal working hours shall constitute time worked.

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

Section 4. There shall be no pyramiding of overtime.

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

ARTICLE XIV

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 for time actually worked with a minimum of 3 hours pay at such overtime rate. This call in provision shall not apply to overtime required at the end of a regular tour of duty.

ARTICLE XV

HOLIDAYS

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

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

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

Section 5. The Employer agrees to reduce the staff of employees covered by this agreement to one-half (1/2) when the and Easter recess if declared, Courts are closed during the Christmas and New Year's recess, 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

ARTICLE XVIII

P.B.A. DELEGATE

Section 1. The P.B.A. Delegate shall be given reasonable time off (not to exceed thirty (30) days during the year exclusive of the New Jersey State P.B.A. Convention), with prior approval from the Sheriff and consistent with adequate staffing requirements, to attend State P.B.A. meetings, conventions and committee meetings. The parties recognize that by State statute, the P.B.A. Delegate and two additional delegates shall be permitted to attend the P.B.A. convention.

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.

ARTICLE XIX

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.

ARTICLE XX

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 XXI

EQUAL EMPLOYMENT

Section 1. 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 XXII

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. The Sheriff agrees to provide all employees covered hereunder who work nine (9) consecutive hours and who are required to remain on duty until 6:00 p.m. with a meal allowance of Eight (\$8.00) Dollars or with a meal. Effective July 2, 1994,

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those employees regularly scheduled to work 10 hours per shift must work in excess of 10 hours to be entitled to a meal allowance.

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

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

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

ARTICLE XXIII

CLOTHING

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

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

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

Effective January 1, 1995, Three Hundred and Seventy-Five (\$375.00) Dollars;

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

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

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

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

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

ARTICLE XXIV

SAVINGS CLAUSE

Section 1. 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 XXV

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, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE XXVI

ON THE JOB INJURY

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

(a) The employee shall notify the Sheriff and the Personnel Office of the work related injury or illness.

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay up to 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 up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she

shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

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

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his 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 XXVII

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 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.

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

(b) 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 maximum of \$7,000.00.

Effective January 1, 1991, the maximum shall be increased to \$10,000.00.

(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 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. 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 at the rate of one-half (1/2) the employees 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 computation.

(c) In no event shall payment for unused accumulated sick leave exceed \$7,000.00. Effective January 1, 1991, the maximum payment shall be increased to \$10,000.00.

- (d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- (e) The lump sum supplemental compensation payment shall be made within sixty 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. 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 XXVIII

P.B.A. AND EMPLOYEE RIGHTS

The Sheriff shall transmit to the P.B.A. a true copy of every newly issued or amended Order, Rule or Regulation of the Sheriff that may impact upon the employment of any Sheriff's Officer.

ARTICLE XIX

SENIORITY

Seniority in the Sheriff's office is established first by rank and second by time served in rank. Sheriff's Officers' seniority for all purposes shall be based upon permanent certified time as a Sheriff's Officer/Court Attendant. 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 upon any change occurring within the rank structure.

ARTICLE XXX

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 XXXI

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 XXXII

DURATION

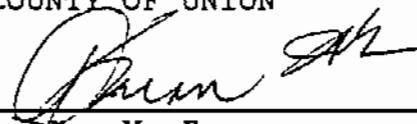
This Agreement shall become effective on January 1, 1993, except where otherwise indicated, and shall terminate on June 30, 1995. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days nor more than one hundred and twenty (120) days 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.

WITNESSETH:

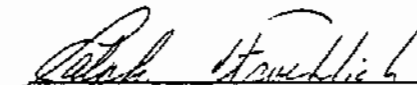
COUNTY OF UNION

By:



Ann M. Baran
County Manager

By:

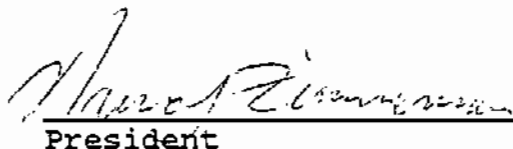


Ralph Fröhlich
Union County Sheriff

ATTEST:

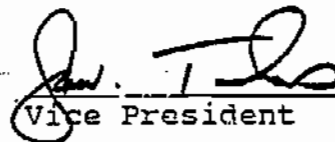
POLICEMEN'S BENEVOLENT ASSOCIATION
SHERIFF'S OFFICERS OF UNION COUNTY
LOCAL NUMBER 108, INC.

By:



Sharon Zimmerman
President

By:



Vice President

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07908
908/356-1770

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APPROVED AS TO FORM:
By: 
County Attorney

- 45 -


CLERK OF THE BOARD