

AGREEMENT

Between

THE COUNTY OF UNION

And

**PATROLMEN'S BENEVOLENT ASSOCIATION,
UNION COUNTY SUPERIOR CORRECTION
OFFICERS, LOCAL 199A, INC.**

EFFECTIVE: JANUARY 1, 1990 through DECEMBER 31, 1993

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AGREEMENT

This Agreement made this 19th day of July 1993⁴ between THE COUNTY OF UNION, hereinafter called "Employer" and PATROLMEN'S BENEVOLENT ASSOCIATION, UNION COUNTY SUPERIOR CORRECTION OFFICERS, LOCAL NO. 199-A, 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, Superior Correction Officers of Union County, Local No. 199-A, Inc., as the exclusive representative for all its Superior Correction Officers in the Union County Jail at its location at the Court House in Elizabeth, New Jersey.

ARTICLE 2

PAYROLL DEDUCTION OF P.B.A. DUES AND REPRESENTATION FEE

Section 1. PBA Dues.

- A. The Employer agrees to deduct from the salary of each employee who is a member of the 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.
- B. 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.
- C. Any member may resign from the P.B.A. effective January 1st or July 1st, pursuant to and in accordance with the requirements of N.J.S.A. 52:14-15.9E. In the event the member fails to notify the Employer on January 1st or July 1st of any year to cease dues deductions, such deduction shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee in writing to the Employer and to the P.B.A.
- D. In accordance with the applicable provisions of NJSA 52:14-15.9e, the rights and benefits herein set forth

shall apply and be extended to the PBA (which is the duly certified majority representative) solely and exclusively and shall not be afforded to any other employee organization.

Section 2. Representation Fee

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

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

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

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

Any non-union employee who pays a representation fee to the PBA in lieu of dues shall have the right to demand and receive from the P.B.A. a return of any part of the representation fee paid by the employee which represents the employee's additional pro-rata share of expenditures by the P.B.A. that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefit available only to members of the P.B.A.

The employee shall be entitled to a review of the amount of the representation fee by requesting the P.B.A. to substantiate the amount charged for the representation fee. This review shall be accorded in conformity with the internal steps and procedures established by the P.B.A. and contained in paragraph C of this Article.

The P.B.A. shall submit a copy of the review system to the County. The deduction of the representation fee shall be available only if the P.B.A. establishes and maintains this review system. Pursuant to N.J.S.A. 34:13A-5.5, the P.B.A. shall be entitled to a representation fee in lieu of dues in the amount not to

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exceed eighty-five percent (85%) of the regular membership dues, fees and assessments of the P.B.A.

- C. Any individual making a claim for a return of any part of his representation fee shall file such a claim in writing by certified mail return receipt requested to the president of P.B.A. Local 199, P.O. Box 204, Roselle Park, New Jersey 07204. The claim shall be referred to the P.B.A.'s Executive Board, or subcommittee thereof, which shall hold a hearing on such claims. At such hearing, the P.B.A.'s Executive Board, or subcommittee thereof, shall receive evidence pertaining to expenditures by the P.B.A. to which the employee objects or which are deemed to be an aid of activities or causes of a partisan, political or ideological nature. The amount subject to refund shall not, however, reflect the cost of supporting lobbying activities designed to foster the P.B.A.'s objectives in collective bargaining negotiations and contract administration which secure for employees represented by the P.B.A. advantages in wages, hours, terms and conditions of employment in addition to those secured through collective negotiations with the County.

The P.B.A. shall provide advance written notice of the amount of the fair share fee assessment to the Public Employment Relations Commission, the Employer and to all employees in the bargaining unit. Any challenge by an

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employee to an assessment shall be in writing to the Public Employment Relations Commission, the County and the P.B.A. within thirty (30) days after receipt of written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the P.B.A.

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

Section 3.

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

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Section 4.

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

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

EMPLOYEE RIGHTS

Section 1.

Upon written advance request, an employee shall be given the opportunity to review and examine pertinent non-confidential documents including those related to performance evaluation and conduct in his personnel file or in any permanent supplementary file. The Employer shall honor an employee's written request for

copies of such documents in the file. Any review and examination shall take place in the presence of an appropriate official of the division or department in question. The employee may file a written response of reasonable length to any document in the aforesaid file which is derogatory or adverse to the employee, and the response will be included in the personnel file or permanent supplementary file. The employee shall be given a copy of any derogatory or adverse material which is placed in the employee's personnel file. The Employee shall sign a receipt for such material.

Section 2.

No permanent employee shall be disciplined except for just cause.

ARTICLE 5

NO STRIKE

Section 1.

There shall be no strikes, work stoppages, or slowdowns of any kind during the life of this Agreement. No officer or representative of the 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 6

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

Section 2.

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

Step 1. An employee with a grievance shall first discuss the grievance with the designee of the Director of the 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 aggrieved party may file a grievance in writing with the Director of the Department of Public Safety or his designee. 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 designee within five (5) working days of the submission of the same after presentation to the Director of the Department of Public Safety, or his designee. The Director of the Department of Public Safety or his designee 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 designee. A hearing on the grievance may be held between the grievant, the Union's designee 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

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matter which is subject to Civil Service review, and if the Executive Board of the PBA determines that the grievance as filed is meritorious, the P.B.A. may request arbitration in writing within ten (10) working days after the answer is given by the County Manager or within ten (10) days from the date the County Manager's decision should have been given, whichever is sooner, or the grievance shall be deemed to be waived. The parties agree to designate the following arbitrators in the sequence set forth as the exclusive panel of arbitrators to arbitrate grievances under the terms of this Agreement:

1. Jeffrey Tener
2. Joel Weisblatt
3. Scott Buchheit
4. Martin Scheinman

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 procedure will be construed as maximum. These time limits may be extended upon mutual agreement between the parties which must be set forth in writing. Failure to comply with the time limits specified in this Article will result in a waiver and abandonment of the grievance.

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.

ARTICLE 7
HOURS OF WORK

Section 1.

The number of hours in the workday and workweek for each job classification within the unit shall be eight (8) hours per day and forty (40) hours per week.

Section 2.

Each officer shall be assigned a normal workweek of forty (40) hours of five (5) consecutive days on and two (2) consecutive days off.

ARTICLE 8
SALARIES

Section 1.

Provided members of the within bargaining unit are employed as of September 23, 1993 (date of Arbitration Award), they shall receive retroactively increases in pay provided in the salary scale hereinafter set forth. Those employees who were terminated for cause or otherwise terminated their employment with the County, except for retirement prior to September 23, 1993 shall not receive any retroactive increases covering the period between July 1, 1990 and their date of termination.

Section 2.

Effective July 1, 1990, the salaries for all classifications of Superior Correction Officers covered by the Agreement shall be as follows:

Sergeant, County Correction Officer	\$37,449.00
Lieutenant, County Correction Officer	\$40,070.00

Section 3.

Effective July 1, 1991, the salaries for all classifications covered by this Agreement shall be as follows:

Sergeant, County Correction Officer	\$40,819.00
Lieutenant, County Correction Officer	\$43,677.00

Section 4.

Effective July 1, 1992, the salaries for all classifications covered by this Agreement shall be as follows:

Sergeant, County Correction Officer	\$42,656.00
Lieutenant, County Correction Officer	\$45,642.00

Section 5.

Effective November 1, 1992, the salaries for all classifications covered by this Agreement shall be as follows:

Sergeant, County Correction Officer	\$44,362.00
Lieutenant, County Correction Officer	\$47,468.00

Section 6.

Effective January 1, 1993, the salaries for all classifications covered by this Agreement shall be as follows:

Sergeant, County Correction Officer	\$46,250.00
Lieutenant, County Correction Officer	\$49,000.00

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Section 7.

The parties agree to continue the principal that if the dental premium increase for any year exceeds the rate in effect for the prior year, 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. There shall be one net adjustment on dental premiums for changes in 1989, 1990, 1991 and 1992 which shall be implemented in the salary schedule effective November 1, 1992. The adjustment, if any, for 1993 will be implemented in the salary schedule effective January 1, 1993.

Section 8.

Effective November 1, 1993 employees with twenty (20) years or more of service shall be entitled to Senior Officer pay in the amount of Five Hundred (\$500.00) Dollars per annum, which shall be added to base salary but shall not be compounded by any percentage increases applied to base rate.

Effective November 1, 1993, employees with twenty-five (25) years or more of service shall be entitled to Senior Officer pay in the amount of One Thousand (\$1,000.00) Dollars per annum which shall be added to base salary but shall not be compounded by any percentage increases applied to base rate.

ARTICLE 9

LONGEVITY

Section 1.

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.

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 10

EQUAL EMPLOYMENT

Section 1.

The Employer and the Association 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 11

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 12

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

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

ARTICLE 13

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 14

SENIORITY

Section 1.

For the purposes of this Article, seniority shall be defined as the length of the employee's uninterrupted service in the classification of Superior Correction Officer, including sick leave, and other leaves of absence which do not exceed one year, as well as military leave in accordance with laws applicable to such leave.

Section 2.

The County of Union agrees to provide the P.B.A. with a list of the Superior 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 circumstances where the granting of such vacation, shifts or overtime will interfere with the efficient operation of the Jail.

ARTICLE 15

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 paid to the employee within two (2) weeks after submission of vouchers for overtime worked.

Section 3.

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

(A) An overtime assignment shall first be offered to the employees whose names appear at the top of the 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.

(B) If the employee at the top of the seniority list declines the overtime assignment, the Director of the Department of Public Safety, or his designee, shall attempt to offer the overtime to the next four names on the list in order of their appearance. If the first five names on the list decline to accept the overtime, the Director of the Department of Public Safety, or his designee, shall be free to offer the overtime to any volunteer. If no volunteer is available, the overtime assignment shall be performed by the employee first offered such assignment in accordance with this Section.

The P.B.A. agrees to furnish the Director of the Department of Public Safety with a list of employees who desire to volunteer for overtime.

- (C) 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.
- (D) 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 and one-half (1 1/2) of his or her regular rate of pay for all time worked beyond the regular shift.

ARTICLE 16

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.

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Section 2.

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

Section 3.

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

ARTICLE 17

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

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this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1.

During the term of this contract, the Employer agrees to pay shift premiums, in addition to the specified salary, to employees covered by this Agreement as follows:

1. Effective July 1, 1990

4:00 p.m. to Midnight	-	\$3.74 per shift
Midnight to 8:00 a.m.	-	3.74 per shift
6:30 a.m. to 2:30 p.m.	-	.43 per shift
10:00 a.m. to 6:00 p.m.	-	.68 per shift

2. Effective July 1, 1991

4:00 p.m. to Midnight	-	\$3.93 per shift
Midnight to 8:00 a.m.	-	3.93 per shift
6:30 a.m. to 2:30 p.m.	-	.45 per shift
10:00 a.m. to 6:00 p.m.	-	.71 per shift

3. Effective July 1, 1992

4:00 p.m. to Midnight	-	\$4.09 per shift
Midnight to 8:00 a.m.	-	4.09 per shift
6:30 a.m. to 2:30 p.m.	-	.47 per shift
10:00 a.m. to 6:00 p.m.	-	.74 per shift

4. Effective November 1, 1992

4:00 p.m. to Midnight	-	\$4.17 per shift
Midnight to 8:00 a.m.	-	4.17 per shift
6:30 a.m. to 2:30 p.m.	-	.48 per shift
10:00 a.m. to 6:00 p.m.	-	.75 per shift

5. Effective January 1, 1993

4:00 p.m. to Midnight	-	\$4.30 per shift
Midnight to 8:00 a.m.	-	4.30 per shift
6:30 a.m. to 2:30 p.m.	-	.49 per shift
10:00 a.m. to 6:00 p.m.	-	.77 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.

ARTICLE 19

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 20

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

Section 3.

Sick leave is earned in the following manner:

- (A) 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 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 return to work will not jeopardize the health of other employees.

Section 6.

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

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

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each day of earned and unused sick leave to a maximum of \$7,000.00.

ARTICLE 21

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, 1990, the Employer agrees to pay, as needed, an 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, 1990, the Employer agrees to pay up to a maximum of Three Hundred and Twenty-Five (\$325.00) Dollars for clothing maintenance which includes cleaning and repair of the same. The County shall continue to provide all permanent full time employees covered hereunder with one (1) class A Blouse.

Section 4.

Effective January 1, 1991, the annual maximum for clothing and special equipment required for the job shall be increased to Three Hundred (\$300.00) Dollars and the annual maximum for

clothing maintenance shall be increased to Four Hundred and Twenty-Five (\$425.00) Dollars.

Section 5.

Effective January 1, 1992 the annual maximum for clothing and special equipment required for the job shall be increased to Three Hundred Twenty-Five (\$325.00) Dollars and the annual maximum for clothing maintenance shall be increased to Four Hundred Fifty (\$450.00) Dollars.

Section 6.

Effective January 1, 1993 the annual maximum for clothing and special equipment required for the job shall be increased to Three Hundred Seventy-Five (\$375.00) Dollars and the annual maximum for clothing maintenance shall be increased to Five Hundred (\$500.00) Dollars.

ARTICLE 22

HOLIDAYS

Section 1.

The employer has designated the following days as holidays for the year 1990:

New Year's Day	Friday, January 1, 1990
Martin Luther King's Birthday	Monday, January 15, 1990
Lincoln's Birthday	Friday, February 12, 1990
Washington's Birthday	Monday, February 17, 1990
Good Friday	Friday, April 13, 1990
Memorial Day	Monday, May 28, 1990
Independence Day	Wednesday, July 4, 1990
Labor Day	Monday, September 3, 1990
Columbus Day	Monday, October 8, 1990
General Election Day	Tuesday, November 6, 1990
Veteran's Day	Sunday, November 11, 1990
Thanksgiving Day	Thursday, November 22, 1990
Day After Thanksgiving Day	Friday, November 23, 1990
Christmas Day	Monday, December 25, 1990

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Section 2.

The employer has designated the following days as holidays for the year 1991:

New Years Day	Tuesday, January 1, 1991
Martin Luther King's Birthday	Monday, January 21, 1991
Lincoln's Birthday	Tuesday, February 12, 1991
Washington's Birthday	Monday, February 18, 1991
Good Friday	Friday, April 29, 1991
Memorial Day	Thursday, May 30, 1991
Independence Day	Thursday, July 4, 1991
Labor Day	Monday, September 2, 1991
Columbus Day	Monday, October 14, 1991
Election Day	Tuesday, November 5, 1991
Veteran's Day	Monday, November 11, 1991
Thanksgiving Day	Thursday, November 28, 1991
Day After Thanksgiving Day	Friday, November 29, 1991
Christmas Day	Wednesday, December 25, 1991

Section 3.

The Employer has designated the following days as holidays for the year 1992:

New Year's Day	Wednesday, January 1, 1992
Martin Luther King's Birthday	Monday, January 20, 1992
Lincoln's Birthday	Wednesday, February 12, 1992
Washington's Birthday	Monday, February 17, 1992
Good Friday	Friday, April 17, 1992
Memorial Day	Monday, May 25, 1992
Independence Day	Saturday, July 4, 1992 (celebrated Fri. July 3, 1992)
Labor Day	Monday, September 7, 1992
Columbus Day	Monday, October 12, 1992
Election Day	Tuesday, November 3, 1992
Veteran's Day	Wednesday, November 11, 1992
Thanksgiving Day	Thursday, November 26, 1992
Day After Thanksgiving Day	Friday, November 27, 1992
Christmas Day	Friday, December 25, 1992

Section 4.

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

New Year's Day	Friday, January 1, 1993
Martin Luther King's Birthday	Monday, January 18, 1993
Lincoln's Birthday	Friday, February 12, 1993
Washington's Birthday	Monday, February 15, 1993
Good Friday	Friday, April 9, 1993
Memorial Day	Monday, May 31, 1993
Independence Day	Sunday, July 4, 1993 (celebrated Mon. July 5, 1993)
Labor Day	Monday, September 6, 1993
Columbus Day	Monday, October 11, 1993
Election Day	Tuesday, November 2, 1993
Veteran's Day	Thursday, November 11, 1993
Thanksgiving Day	Thursday, November 25, 1993
Day After Thanksgiving Day	Friday, November 26, 1993
Christmas Day	Saturday, December 25, 1993 (celebrated Fri. Dec. 24, 1993)

Section 5.

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

Section 6.

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 7.

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

ARTICLE 23

RETENTION OF EXISTING BENEFITS

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 24

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 25

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 26

MISCELLANEOUS

Section 1.

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

Section 2.

Consistent with the provisions of Article 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 3.

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

Section 4.

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

Section 5.

If an employee is injured or becomes ill arising out of and during the course of his 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 6.

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

Section 7.

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

Section 8.

When an employee having compensatory time, as limited and provided in the contract, elects to take the same, no reason shall be required to be given for the selection of a date provided; however, the Director of the 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.

Section 9.

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

ARTICLE 27

INSURANCE

Section 1.

All employees in the bargaining unit covered by the terms of the within Agreement shall continue to be included in a Drug Prescription Plan, the premium to be paid by the County of Union, which shall provide for an employee and family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee of not more than Two (\$2.00) Dollars per

prescription. Effective October 1, 1993, the co-payment charge or deductible cost to each employee shall be

- (a) \$5.00 per prescription for brand name
- (b) \$3.00 per prescription for generic name
- (c) No co-pay for mail order 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 1989 base, if any, will be reflected in a lump sum deduction in the Wage Schedule established for the year in which such premium increases occur.

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

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this subsidization program are set forth on Exhibit B which is attached hereto and made part hereof.

Section 4.

Effective January 1, 1993, the following adjustments to health insurance coverage for employees covered by this Agreement will be implemented:

- (a) Deductible increased from \$100.00 to \$200.00 per employee and \$200.00 to \$400.00 for dependent coverage.
- (b) Co-payment increases for Major Medical coverage from 80%/20% of \$2,000 to 80%/20% of \$5,000.
- (c) Pre-Admission Review (PAR) with 50% cutback and Mandatory Second Surgical Opinion (MSSOP) with 50% cutback.
- (d) Elimination of prescription co-pay flow through to Major Medical health insurance coverage.

ARTICLE 28

DURATION

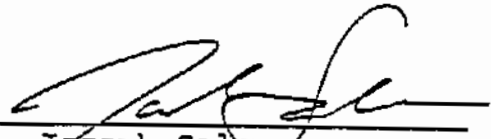
Section 1.

This Agreement shall become effective on January 1, 1990, and shall terminate on December 31, 1993. 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, 1993.

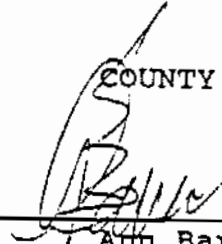
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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:



Joseph Salame,
Director

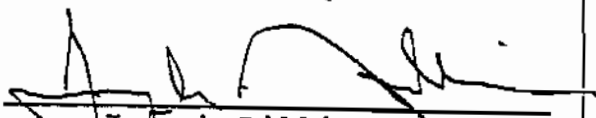
COUNTY OF UNION
By: 

Ann Baran,
County Manager

ATTEST:

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

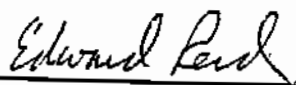
Secretary

By: 

Joseph Billiams,
President



James Morrison,
Negotiations Committee Member



Edward Reid,
Negotiations Committee Member

9486

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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

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 \$7,000.00.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.

- f) A retiree must be officially 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.
 - 5) All sick leave was reportable and reported accordingly.
 - 6) The time-keeping procedure required certification of the accuracy of the employees pay time.

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

substantially similar coverage to that in effect for members of the bargaining unit.

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

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

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

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.