

AGREEMENT
BETWEEN
THE COUNTY OF UNION
AND
TEAMSTERS UNION LOCAL 102
Public Safety Professional Staff
Union County Jail & Juvenile Detention Center

TERM: JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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AGREEMENT

This Agreement made this 15th day of OCTOBER, 2009 between the County of Union (hereinafter the "Employer") and Teamsters Union Local 102 (hereinafter the "Union"); and,

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; and,

WHEREAS, the parties, pursuant thereto, have reached an agreement on the matters hereinafter set forth;

NOW, THEREFORE in consideration of the mutual covenants, obligations and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees of the Public Safety Professional Staff at the Union County Jail and Juvenile Detention Center, employed in the following titles: Social Worker, Counselor Penal Institution, Senior Counselor Penal Institution, Teacher Penal Institution, and Recreation Program Coordinator. All other supervisory personnel, non-supervisory personnel, managerial executives, confidential employees, craft employees and any other employees are excluded from the bargaining unit represented by Teamsters Union Local 102. However, all variants (i.e.; Pr., Sr., Bi-Lingual etc.) of existing titles shall be recognized and included within the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement. The Employer retains and reserves such rights, authority, duties and responsibilities subject only to such limitations as are specifically provided in this Agreement.

A. To conduct executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;

B. To hire all employees and, subject to existing Department of Personnel rules and regulations, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees, and to suspend, demote, discharge or take other disciplinary action for good and just cause;

C. To promulgate and implement reasonable policies, rules, regulations and practices which it deems necessary for the efficient and effective operation of its properties and facilities and to maintain order and safety of the work force;

D. To make all decisions relating to the performance of the Employer's operations and activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;

E. To determine the work performance levels and standards of performance of the employees; and

F. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.

Section 2.

The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the expressed terms of this Agreement.

Section 3.

Nothing contained herein shall be construed to deny or to restrict the Employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under any national, state or local laws and/or ordinances.

Section 4.

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.

Section 5.

The Union, on behalf of the employees, agrees to cooperate with the Employer to obtain and maintain full efficiency and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 1.

There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone 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 Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties and to take such other action as may be necessary under the circumstances to bring about compliance with the provisions of this Article.

ARTICLE 4

HOURS OF WORK

Section 1.

The normal work week shall consist of 35 work hours per week, 7 hours per day and 5 days per week, Monday through Friday (8:30 a.m. to 4:30 p.m.) or other Compressed Work hours as discussed below.

Employees who report late for work shall be granted a seven (7) minute grace period for payroll purposes only, not discipline. If an employee reports to work during this grace period, the employee shall not be docked pay.

Section 2.

The working day for employees may be varied or extended by the Employer as the need arises. Employees shall be permitted a ten (10) minute break before lunch and a ten (10) minute break after lunch daily.

Section 3.

Effective January 1, 2002, the Employer, in its sole discretion, may continue the alternate work schedule (a/k/a a compressed work week) on a voluntary basis, taking into consideration the needs of the Employer. The following terms shall apply to the alternate work schedule:

1. An alternate work week shall be offered to all employees and participation will be voluntary;
2. The alternate work week will consist of a compressed work week of four days.
3. The hours of the alternate work schedule shall not create any overtime even though the terms of this Agreement might provide for overtime in some instances.

Instead, the schedule is intended to reflect the current 35 hours per week contractual arrangement with a modification of when those hours are worked for the volunteers of this program. Specifically, four day week staff will continue to work 35 hours per week, with one hour for lunch and two daily break periods.

4. If a holiday falls on a scheduled work day, one and three fourths (1 3/4) hours will be deducted from vacation time. If a holiday falls on a day off, seven (7) hours of vacation time will be credited. Vacation, sick and personal time will be calculated in hours.

Section 4.

Employees shall be notified in writing each January as to their vacation, sick, personal and compensatory time.

ARTICLE 5

SALARIES AND COMPENSATION

Section 1.

Wage increases for the term of this contract shall be as follows:

January 1, 2009	3%
January 1, 2010	0%
January 1, 2011	0%
January 1, 2012	3%

Employees will move to the next highest step within their range each year at the beginning of the calendar year or at their anniversary date, whichever is applicable as set forth in Section 2

of this Article.

Employees not at the maximum step will continue to receive increments until they reach the maximum step for their range.

Bargaining unit employees who have resigned or who were terminated for cause, excluding employees who retire, shall not be entitled to retroactive pay. Bargaining unit employees who are on leaves of absence without pay shall receive pro rata retroactivity upon return to active service.

Employees are paid on a bi-weekly basis. Effective January 1, 2010 a rotating bi-weekly pay day schedule will be implemented, for the purpose of being able to maintain a 26 week pay cycle. The pay day will be changed in each successive year as follows:

2010: Friday
2011: Monday
2012: Tuesday
2013: Wednesday
2014: Thursday

This cycle will be repeated every five (5) years.

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

Section 2. Increments:

All employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

- A. An employee hired effective January 1st through June 30th will be eligible to receive an increment on January 1st of the following year;

B. An employee hired effective July 1st through December 31st will be eligible to receive an increment on July 1st of the following year.

Section 3. Stipends:

A. Bi-Lingual Stipend for employees holding a NJ Department of Personnel

Bi-Lingual Title is as follows:

January 1, 2009 – December 31, 2011	\$200.00
January 1, 2012	\$400.00

Section 4. Promotions:

Any employee who is promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in payment of at least one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

Any employee who is subsequently appointed to another title after one year with a lower salary range shall have their salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which they are being reassigned.

Promotions within the Unit will commence at the next highest step for employees and must be at the value of the new increments reflected in the schedule of salaries annexed hereto as Schedule A.

Section 5. Work Rules, Job Postings, Bulletin Board, Personnel File:

The Department Head will provide the Union any memos or official document affecting

the terms and conditions (outside of the Collective Bargaining Agreement), of employment for employees at least seven (7) days before implementation.

The Department Head will provide the Union's Chief Steward notices of all permanent job vacancies and any changes to the rules and regulations of the Department of Personnel.

The County shall provide a bulletin board for the posting of Union business. The County agrees to make every effort to post any new job offerings concerning unit employees at least ten (10) working days in advance of closing date. Such postings will not apply to extraordinary or emergency circumstances.

Employees may review their personnel file once a year and may request copies of any documents contained in their file.

ARTICLE 6

SENIORITY

Section 1.

Seniority is defined as an employee's continuous length of full-time service with the County beginning with their initial date of hire in the Department of Public Safety, Division of Correctional Services and/or Juvenile Detention Center. Any authorized leave of absence is considered to be continuous service.

Section 2.

Seniority shall be given preference in layoffs, recall, promotion and demotion, vacation scheduling and work shifts. Such requests shall not be unnecessarily denied.

Section 3.

The employer shall maintain an accurate, up to date Seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon request.

Section 4.

The employer shall promptly advise the appropriate Union representative of any changes which necessitate amendment to the seniority list.

Section 5.

The Union will be supplied with a seniority list each January, with a copy given to the Shop Steward.

Section 6.

Effective November 1, 2007 and upon completion of fifteen (15) years of service with the County of Union, the Residency requirement shall be waived.

ARTICLE 7

OVERTIME

Section 1.

The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of 35 hours of work per week. The computation of overtime shall include base pay and shift differential, where applicable.

Section 2.

Paid time-off for authorized vacation, holidays, personal days, bereavement days and sick days shall be counted as standard time worked to determine the total number of hours worked per week for purposes of computing overtime under this Article.

Section 3.

An employee shall not be paid overtime unless such overtime is authorized by the employee's supervisor.

Section 4.

An employee who is authorized and required to work on a holiday (as set forth in this Agreement) shall be paid at the rate of time and one-half of straight time pay for time actually worked on said holiday.

ARTICLE 8

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 2009:

New Year's Day	Thursday, January 1, 2009
Martin Luther King's Birthday	Monday, January 19, 2009
Lincoln's Birthday	Thursday, February 12, 2009
Washington's Birthday	Monday, February 16, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Saturday, July 4, 2009 (celebrated Friday, July 3, 2009)
Labor Day	Monday, September 7, 2009
Columbus Day	Monday, October 12, 2009
Election Day	Tuesday, November 3, 2009
Veteran's Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009

Day After Thanksgiving Day
Christmas Day

Friday, November 27, 2009
Friday, December 25, 2009

Section 2.

The Employer has designated the following days as holidays for the year 2010:

New Year's Day	Friday, January 1, 2010
Martin Luther King's Birthday	Monday, January 18, 2010
Lincoln's Birthday	Friday, February 12, 2010
Washington's Birthday	Monday, February 15, 2010
Good Friday	Friday, April 2, 2010
Memorial Day	Sunday, May 30, 2010 (celebrated Monday, May 31, 2010)
Independence Day	Sunday, July 4, 2010 (celebrated Monday, July 5, 2010)
Labor Day	Monday, September 6, 2010
Columbus Day	Monday, October 11, 2010
Election Day	Tuesday, November 2, 2010
Veteran's Day	Thursday, November 11, 2010
Thanksgiving Day	Thursday, November 25, 2010
Day After Thanksgiving Day	Friday, November 26, 2010
Christmas Day	Saturday, December 25, 2010 (celebrated Friday, Dec., 24, 2010)

Section 3.

The Employer has designated the following days as holidays for the year 2011:

New Year's Day	Saturday, January 1, 2011 (celebrated Friday, Dec. 31, 2011)
Martin Luther King's Birthday	Monday, January 17, 2011
Lincoln's Birthday	Saturday, February 12, 2011 (celebrated Friday, Feb. 11, 2011)
Washington's Birthday	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Election Day	Tuesday, November 8, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Day After Thanksgiving Day	Friday, November 25, 2011

Christmas Day

Sunday, December 25, 2011
(celebrated Monday, Dec. 26, 2011)

Section 4.

The Employer has designated the following days as holidays for the year 2012:

New Year's Day	Sunday, January 1, 2012 (celebrated Monday, Jan. 1, 2012)
Martin Luther King's Birthday	Monday, January 16, 2012
Lincoln's Birthday	Sunday, February 12, 2012 (celebrated Monday, Feb. 13, 2012)
Washington's Birthday	Monday, February 20, 2012
Good Friday	Friday, April 6, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday, November 6, 2012
Veteran's Day	Sunday, November 11, 2012 (celebrated Monday, Nov. 12, 2012)
Thanksgiving Day	Thursday, November 22, 2012
Day After Thanksgiving Day	Friday, November 23, 2012
Christmas Day	Tuesday, December 25, 2012

Section 5.

If an aforementioned holiday occurs while an employee is on an authorized sick or vacation leave, the day shall be recorded as a holiday instead of sick or vacation leave.

Section 6.

Holidays do not accrue during an unpaid leave of absence.

Section 7.

An employee absent without pay either the day before or the day after a holiday shall not be paid for the holiday.

ARTICLE 9

VACATIONS

Section 1.

Full-time employees hired prior to July 1, 1990, shall be granted vacation leave as follows:

A. One working day for each month or major fraction thereof of employment during the first calendar year of employment.

B. Twelve working days after the first calendar year up to and including 5 years of employment.

C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.

D. Twenty working days after 10 years up to and including 15 years of employment.

E. Twenty-two working days after 15 years up to and including 20 years of employment.

F. Twenty-six working days after 20 years up to and including 25 years of employment.

G. Twenty-eight working days after 25 years of employment.

H. Twenty-nine working days after 26 years of employment.

I. Thirty working days after 27 years of employment.

J. Thirty-one working days after 28 years of employment.

K. Thirty-two working days after 29 or more years of employment.

Section 2.

Full-time employees hired on or after July 1, 1990 shall be entitled to vacation leave as follows:

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

B. Employees with 1 to 8 years of service shall be entitled to 13 working days.

C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.

D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.

E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.

F. Employees with 20 completed years to 25 years of service will be entitled to 22 working days.

G. Employees with 25 completed years of service will be entitled to 28 working days.

H. Employees with 26 completed years of service will be entitled to 29 working days.

I. Employees with 27 completed years of service will be entitled to 30 working days.

J. Employees with 28 completed years of service will be entitled to 31 working days.

K. Employees with 29 or more completed years of service will be entitled to 32 working days.

Section 3.

The Employer shall approve employee's vacation choices as is current practice. The Employer agrees to give reasonable consideration to an employee's vacation choices. Where conflicts and choice in dates occur, preference will be governed by seniority in so far as effective staffing requirements permit.

Section 4.

An employee who has resigned or who has otherwise separated from employment, except as herein provided, shall be entitled to vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which this separation becomes effective, in addition to any unused vacation due from the previous year. An employee who retires on a pension based on length of service shall be entitled to the full vacation for the calendar year in which he or she retires.

Section 5.

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 death.

Section 6.

Employees serving on a leave of absence do not accrue vacation benefits.

Section 7.

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 8.

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

ARTICLE 10

SICK LEAVE

Section 1.

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

- (1) personal illness or injury;
- (2) exposure to contagious disease;
- (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household);
- (4) death in the employee's immediate family for a reasonable period of time. Up to 5 days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to 3 days will be permitted during the absence from duty of employees when such absences are caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above.

Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aide for the handicap when the aide is necessary to function on the job. In

such cases, reasonable proof may be required by the Employer.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his immediate supervisor or the office of Personnel at the Union County Jail or Juvenile Detention Center shall be notified promptly. Failure to make notification to the indicated parties may be cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation, not in good standing.

Section 3.

Sick leave is earned in the following manner:

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

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

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

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

E. Sick leave credit shall not accrue after an employee has resigned or retired although his name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

F. When an employee has a record of excessive sick leave use and/or has exhausted such leave during the prior calendar year, the Employer may require the employee to accumulate sick leave on a monthly basis prior to its use. The placement of an employee on such an earned sick leave basis shall be considered non-disciplinary, but shall not preclude the Employer from taking disciplinary action against an employee for excessive use or abuse of sick leave.

G. Unused sick leave shall accumulate from year to year without limit.

Section 4.

An employee who is absent for 5 or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. In addition, the Employer in its discretion, may require proof of illness of an employee on sick leave whenever such proof appears reasonable.

Section 5.

An employee who has been absent on sick leave for a period totaling 15 days in one calendar year consisting of periods of less than 5 days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six months. The medical certificate must certify that the chronic or recurring nature of the illness is likely to cause such subsequent absences from employment.

Section 6.

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 7. Payment For Any Unused Sick Leave Upon Retirement:

Employees shall be entitled to payment for any 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 25 years of service solely with the County of Union and must be at least age 55 and must have at least 100 accumulated sick days to his/her credit upon the effective date of retirement.

B. Additional rules and regulations applicable to eligibility for this benefit are annexed hereto as Exhibit A.

ARTICLE 11

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all for personal business as hereinafter defined or for religious reasons in accordance with the Schedule hereinafter set forth; the following schedule shall only apply to employees with less than 1 year of employment:

- A. One day after 4 months of employment.
- B. One additional day after 8 months of employment.

C. The third day may be granted between the 10th and 12th month of employment.

Employees who have been employed for more than 1 year are entitled to be granted up to 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 request of the leave as far in advance as possible. The request by the employee shall be directed to the immediate Supervisor. The leave may only be taken if the Supervisor 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.

Section 2.

Personal leave days must be taken as whole days or half days. Employees who work on a compressed work week schedule will not lose hours from personal and religious leave entitlement solely because of the compressed week work schedule. Employees shall be entitled to one “peremptory” use of any given personal day per year.

Section 3.

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

Section 4.

Days of leave as provided herein must be used in a 1 year period and shall not be cumulative from year to year.

ARTICLE 12

DEATH IN THE FAMILY

Section 1.

Full-time employees shall be entitled to 5 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of a spouse or child.

Section 2.

Full-time employees shall be entitled up to 3 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of the employee's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or other relative residing in the employee's household.

ARTICLE 13

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2.

Any payment received for jury duty must be returned to the Employer through the Personnel Department Union County Jail or Juvenile Detention Center, less allowance for travel and meal expense.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

A leave of absence without pay for medical reasons including maternity leave may be granted after use of all earned sick time.

Section 2.

A leave of absence without pay for other than medical reasons may be granted only after use of all earned vacation and personal days.

Section 3.

Application for such leave of absence set forth in this Article shall be made in writing to the Personnel Department, Union County Jail or Juvenile Detention Center. Application for a leave of absence without pay for medical reasons shall have attached thereto a physician's certificate setting forth the medical condition necessitating such leave. The approval of such request for a leave of absence without pay shall be in the sole discretion of the Employer.

Section 4.

An employee who is granted a leave of absence without pay may continue in the Employer's health benefits plan (hospitalization/major medical coverage) for a period of 9 months following the end of the month when the employee's name is removed from the payroll.

In order to continue this coverage, the employee must pay the total premium when billed. Failure to do so will disqualify the employee from coverage. If an employee decides not to continue coverage during the leave without pay, the employee may re-enroll in the plan after return to active employment. The coverage will be effective on the first day of the first month following the

employee's return to work.

Coverage under the Employer's prescription plan is not available during a leave of absence without pay.

Dental coverage is terminated on the first of the month following the month in which the leave of absence without pay takes place.. Coverage is not available under the Employer's dental plan during a leave of absence without pay. The coverage will be restored on the first of the month following the employee's return to full-time employment.

Section 5.

All provisions of Sections 1 through 4 of this Article will be modified as required to comply with the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) where such statutes are applicable.

Section 6.

While temporary employees may be granted a leave of absence without pay as herein provided in accordance with Department of Personnel Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE 15

MATERNITY LEAVE

Section 1.

A pregnant employee who requests a maternity leave of absence shall be required to apply to the Director of Union County Jail or Juvenile Detention Center in writing for such leave. The request shall be on approved County forms and made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires

the maternity leave to commence and a return date which shall not exceed 90 days from the date of the delivery of the child; provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond 90 days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well being of the employee. In the event that a doctor, designated by the Employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 16

HEALTH BENEFITS

Section 1.

Employees shall be covered under the County health benefit plan with Blue Cross/Blue Shield Plan of New Jersey or, at the election of the employee, enrollment in Health Net, an approved HMO, the latter being at the employee's additional cost. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

The following provisions applicable to the health insurance coverage shall be maintained during the term of this Agreement.

- (a) Deductibles shall be maintained at \$100 per person and \$200 per family. Out of Network cost share shall be changed from 80/20 reduced to 70/30, (County/Employee respectively) for all employees.
- (b) Co-insurance for major medical insurance shall be 80%/20% up to \$5,000.00, and thereafter 100% coverage;

- (c) Pre-Admission Review with 50% cut back for non compliance.

Effective November 1, 2007, the following changes will be made:

- (a) Horizon HMO and POS plans shall be eliminated
- (b) HealthNet POS (CIGNA OAP1 as of July 1, 2009) shall be maintained for new employees or any employee wishing to participate. New employees promoted may participate in Horizon PPO (CIGNA OAP5/OAP6 as of July 1, 2009) or Direct Access (CIGNA OAP2/OAP3 as of July 1, 2009) at their expense.

- (c) Direct Access shall replace Horizon PPO with current co-pays maintained:

- \$10.00 co-pay for in-network services – doctor’s office visit only.
- \$10.00 co-pay for all out-of-network services.
- Effective November 1, 2009, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

- (d) Effective November 1, 2009, Emergency Room co-pays shall be \$25.00 per visit.

- (e) Horizon PPO (CIGNA OAP5/OAP6 as of July 1, 2009) shall be maintained for employees choosing the plan with their cost being the difference between the PPO premium and the Direct Access or HealthNet premium, whichever is applicable in any given year.

(f) Employees hired before June 1, 2003 shall contribute towards the cost of health insurance as follows:

1. Salary under \$55,000

Single coverage remains \$10 per month

Family, PC or HW coverage is increased by \$15.00 per month to \$25 per month.

2. Salary over \$55,000

Single coverage remains \$25 per month

Family, PC or HW coverage is increased by \$15.00 per month to \$40 per month.

(g) Employees hired after June 1, 2003, shall maintain the existing contribution schedule; however, those earning over \$55,000 shall contribute as above with those contributions being increased by the proportionate annual increase in the plan cost.

(h) Effective November 1, 2009 new employees shall contribute the following percentages of salary:

	<u>*6/03-10/31/09</u>	<u>11/1/09</u>
Family	2.5%	3%
H/W & P/C	2%	2.5%
Single	1.5%	2%

*Contribution rate for employees hired after June 1, 2003, will be capped at these rates.

Section 2. Prescription Plan

There will be a Drug Prescription Plan as follows:

- (a) Effective November 1, 2009, Co-pays shall be as follows:

Retail:

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

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

\$6.00 co-pay per prescription for generic.

Mail:

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

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

\$5.00 co-pay per prescription for generic.

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

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

- (b) The prescription network is Medco II (CCN II Network).

The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The County will give notice to the Union of its intention to change any such coverage.

Qualified retirees as set forth in Section 4 below shall be eligible for the same prescription coverage.

Drug Plan Utilization Modifications

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

Effective November 1, 2007:

- Retail pharmacy purchases shall be limited to thirty (30) day increments.
- Dispense-As-Written (DAW) Procedure – Physicians prescribing name brand drugs, when the generic equivalent is available must justify the DAW to the pharmacy.
- All current co-pays shall be maintained and mail-order shall remain a ninety (90) day supply.

Section 3. Dental Coverage:

Employees shall be covered by the County dental program with Delta Dental of New Jersey Plan Group No. 3238 (herein the base plan). The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

Effective January 1, 1996, employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides

coverage on an 80/20 percent basis up to \$1000.00. Employees shall also have an option to select coverage under the Delta Care Plan GHMO or Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer's cost of the base plan.

Effective November 1, 2007, the annual cap on the employee only basic dental plan shall be increased to \$2,000.

Section 4. Retiree Benefits – for employees hired on or before December 31, 2012:

Effective November 1, 2009, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

A. Eligibility: Employees must have been actively employed with the County of Union during the term of the agreement and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

B) *Description: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-

Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

*Benefit includes Family/HW or PC coverage as applicable

C) Future Employees: Employees hired after December 31, 2012, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.

D) Cessation of Subsidy: Upon implementation of retiree health benefits provided in a) and b) above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.

E) Health Benefit Buyout Option: Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in quarterly installments over the next year. The \$5,000.00

sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available.

Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

Section 5. Retiree Benefits – for employees hired after December 31, 2012:

A. The health insurance subsidy plan shall be maintained for all employees covered by the recognition clause of this collective agreement who retire subject to the following terms and conditions:

(1) Employees must have been actively employed by the Employer after December 31, 2012, (this is the same plan that was in effect since July 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 Employer, 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 reasonable 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 Employer to verify that no other source of insurance coverage is provided for them.

(2) This benefit shall be applied to the hospital insurance plan which is

provided to members of the negotiating unit. The Employer reserves the right to change insurance carriers or to change or modify coverage provided the coverage is substantially similar to the coverage then in effect. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

(3) Upon implementation of this benefit, the Employer shall be obligated to subsidize the cost of the health insurance premiums for qualifying retirees of the health benefits set forth as follows:

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

The remaining costs of the said health insurance plan shall be borne by the retiree.

B. In the event that the amount of the Employer's contribution is subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the event that the said health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

C. All employees who meet the eligibility to retire from the County of Union will be entitled to a pro-rated payout of all remaining sick and personal time in accordance with the provisions set forth in Exhibit A. 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 5. Disability

The County agrees to pay one hundred (\$100) dollars per year per employee towards the cost of Short-Term Disability Insurance.

Section 6. Eye-Care Plan

Effective November 1, 2007, the VSP plan shall be implemented for employees only and the premium will be paid 100% by the County.

Section 7. Health Benefit Buyout Option

Effective November 1, 2007, the Health Benefit Buyout Option shall be increased to \$5,000 for Family Coverage and \$1,800 for Single Coverage from another source.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Union County Jail or Juvenile Detention Center and having the grievance adjusted without the intervention of the Union.

Section 2.

Grievance is defined as:

A. A claimed breach, misinterpretation, or improper application of the terms of this Agreement or,

B. A claimed violation, misinterpretation or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

Section 3.

Employees shall have the right to present their own grievances, individually or by their own attorney (at their expense) or to designate a Union representative to appear with them. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Union County Jail or Juvenile Detention Center and one Union representative who is an employee of the Public Safety Professional Staff throughout the grievance procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1: An aggrieved employee shall file a written and signed grievance with the immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance

or within ten (10) working days after the aggrieved employee should have reasonably known of its occurrence. Failure to file the grievance within the allotted time period shall be deemed to constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either the employee or the employer.

The immediate supervisor shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after any such meeting.

Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth at Step 1, the grievance shall be referred by the aggrieved to the Director, Union County Jail or Juvenile Detention Center or his designee within 5 working days from the date a written decision was or should have been rendered at Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either party.

The Director, Union County Jail or Juvenile Detention Center or his designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after such meeting.

Step 3: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within 5 working days as set forth in step 2, the aggrieved employee may file the grievance together with all supporting documentation with the County Manager or his/her designee within 10 working days after the written decision was or should have been rendered at Step 2. Failure to file within the aforesaid

time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at this step at the request of either party.

The County Manager or his/her designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting, whichever is later.

The decision of the County Manager or his/her designee shall be final and binding as to all non-contractual grievances.

Step 4: Non-Discipline Contractual Grievances: If the aggrieved employee is not satisfied with the decision of the County Manager or his/her designee concerning a non-discipline contractual grievance, the Union may within 10 working days of the receipt of the decision, or within 10 working days of when the decision should have been received, request binding arbitration, consistent with Department of Personnel laws, rules and regulations. If no such request is made within the stated time, the grievance shall be deemed to have been abandoned and waived and shall not be entitled to be submitted to arbitration.

A request for binding arbitration shall be initiated by mailing a written demand for such arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey with a copy of the demand being mailed to the County Manager and to the Director of the County Department of Personnel. The written demand shall request the New Jersey State Board of Mediation submit duplicate panels of arbitrators to the Union and to the County Manager so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

The decision of the arbitrator shall be binding and shall be in writing setting forth his

findings of facts, reasons and conclusions on the issue(s) submitted.

The cost of the arbitrator shall be borne equally by the parties.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the Employer any obligation or liability not expressly assumed by the Employer under the provisions of this Agreement; nor may the arbitrator deprive the Employer of any right reserved, expressed or implied, by it for its benefit hereunder.

Section 4. Discipline/Discharge Grievances: Disciplinary charges against an employee are to be filed within 60 days of the incident except when criminal charges are pending or there is an internal or external investigation into the matter. Hearings on such charges must be held within ninety (90) days of when the charges are formally filed.

Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

- (a) A permanent employee against whom disciplinary action has been taken which resulted in a suspensions or fine of more than five days at one time; suspension or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his

statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.

(b) The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in Section 4 (a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step Four of the Grievance Procedure.

(c) The Union, on behalf of a provisional employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step Four of the Grievance Procedure.

Section 5. Union Mailbox

The County shall provide a mailbox for the Steward to receive information affecting the Union members.

ARTICLE 18

EMPLOYEE RIGHTS

- (a). Minor Discipline shall not be considered for progressive discipline after 2 years.
- (b). Minor Discipline shall not be used as a consideration for promotion after 5 years.
- (c). Major and Minor Discipline will remain on file, but will not be used in consideration of, or for the purpose of any further discipline after three (3) years of a clean record of the same or similar issues
- (d). Employees shall only be disciplined for breaches in policies and procedures, or rules and regulations, which have been published, and distributed to the employees.

- (e). Employees 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 shall 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 file.
- (f). Discipline shall be progressive in nature and corrective in intent.
- (g). Discipline shall be for "Just Cause."
- (h). Letters of reprimand shall be deleted for disciplinary purposes after one year from the date of the letter of reprimand.
- (i). Verbal reprimands shall be deleted from file after one (1) year.

ARTICLE 19

DUES CHECK-OFF

Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from the second pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which deduction of Union dues is to be made.

Section 2.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly

certified majority representative; Teamsters Local Union No. 102, affiliated with the International Brotherhood of Teamsters.

Section 3.

Any Employee in the Bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit, or the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

Section 4.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Board or the Union under the provisions of this Article.

ARTICLE 20

UNION BUSINESS

Section 1.

The Union shall advise the Employer in writing of the name of its representatives, the place of employment from which they are designated and the term for which they are to serve in the representative capacity.

Section 2.

The Union shall neither solicit members nor conduct any union business on the Employer's property during employer-assigned work schedules of either the representative of the Union or the employee(s) involved, except for the following:

- A. Collective negotiations.
- B. Time spent conferring with management or employees on specific grievances as specified in the grievance procedures, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict, the work assignments shall have priority.

Section 3.

Before any Union representative may leave his assigned duties for union business (as set forth above), permission shall be obtained from the immediate supervisor or his designee. When an authorized representative is excused from his assigned duties he/she shall:

- A. Notify the supervisor of any Employer facility visited on arrival;
- B. Notify his/her supervisor or designated representative upon return to the job;
- C. Record his/her time out and time in with the supervisor upon leaving and returning to the job.

Section 4.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the immediate supervisor, will be allowed by the Employer to take a total not to exceed in the aggregate, ten (10) days leave with pay per contract year to participate in union conferences, conventions, and to conduct other Union business.

ARTICLE 21

WORK RELATED INJURY

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

- (a) The employee shall notify his Department Head and the Personnel Office of the work related injury or illness.
- (b) If the County's Workers Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the County any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period herein above shall be extended up to one hundred eighty (180) calendar days.
- (c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined, the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the County or the employee shall have the option to retain all such Workers' Compensation checks and not receive

any additional monies from the County. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.

- (d) If the County's Workers' Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event, in order for an employee to receive any pay from the County he shall be obligated to charge his sick leave accumulation.
- (e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to employment so that the employee is not entitled to receive temporary disability benefits the employee shall not have any charge made against sick leave accumulation so long as the employee substantially proves that the illness or injury arose out of his or her employment.
- (f) The County shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee at work who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is available.

ARTICLE 22

HEALTH AND SAFETY

Section 1.

The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Chief Steward shall have the function of advising the Employer as to safety and health issues involving employees and he/she will propose solutions

for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

Section 2.

When a health and safety violation occurs that requires corrective action, the Director, Union County Jail or Juvenile Detention Center will promptly notify, in writing, the Chief Steward of the problem. The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplication equipment.

Section 3. Work Conditions (Juvenile Detention):

All current security presently provided shall be maintained and when situations arise that disrupt safety the situation shall be promptly addressed in accordance with the NJ Juvenile Justice Commission Manual of Standards.

Section 4.

The Employer will reimburse employees for completion of job related courses and will provide training sessions and security devices for emergency situations.

Employees will be reimbursed for irreparable damage to clothing or glasses which occurs on the job by a person or persons in the custody of the employee sustaining the damage. The maximum reimbursement for which the County will be responsible will not exceed \$35.00 for clothing per incident and \$100.00 for glasses per incident.

Section 5.

The Employer will provide all equipment required by employees in the performance of their jobs. The Employer will make every reasonable attempt to:

- (a) Maintain comfortable room temperatures,

- (b) Maintain adequate humidity levels, and
- (c) Maintain and clean the ventilation system on a regular basis.

Section 6.

The Employer agrees not to utilize employee's Social Security numbers on Identification cards, time cards, or time sheets, and will keep the employee's Social Security number confidential.

Section 7.

Employees shall be given an annual Tuberculosis Test and provided with a Hepatitis "B" vaccination at no cost to the employee.

Section 8.

If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

Section 9.

A counselor from the Professional Staff shall be assigned to the Health and Safety Committee at the Union County Jail.

ARTICLE 23

SEVERABILITY

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provision should be restrained by any such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 24

RETENTION OF EXISTING BENEFITS

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

ARTICLE 25

EDUCATION ASSISTANCE

The County agrees to fund one hundred (100) hours of continuing education over five years, which is required for teachers by the State of New Jersey. The hours may be fulfilled either through seminars or courses. For those hours fulfilled through college level courses, payment shall be for the entire tuition, not to exceed the Kean University rate for up to forty-five (45) hours per year, (one course per calendar year), not to exceed one hundred (100) hours over five years. All required fulfillment hours are subject to the approval of the Director of Youth Services. If approved, single-day seminars may be attended, with pay, during working hours. College level courses may not be attended during work hours.

Section 1.

Educational assistance will be provided to Social Workers for continuing education at \$100.00 per course and no more than ten (10) to fifteen (15) credits per year.

ARTICLE 26

FULLY-BARGAINED AGREEMENT

Section 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

ARTICLE 27

MISCELLANEOUS

Section 1.

Employees under this contract shall be considered “non-essential” in accordance with the Emergency Closing Policy, Resolution No. 391-01, for purposes of Weather Emergencies.

Section 2. Budget for Supplies:

Teachers shall be provided with an individual discretionary account each calendar year of \$250.00 for schoolbooks, supplies and other educational related items. Mandated supplies will continue to be supplied by the County.

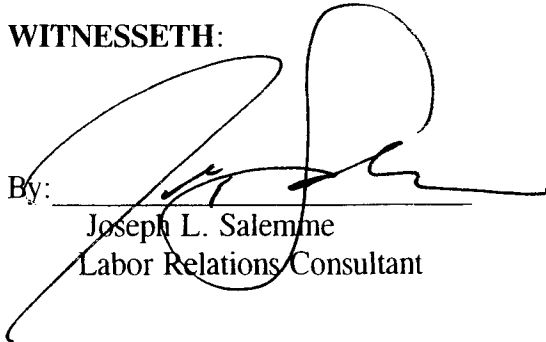
ARTICLE 28

DURATION

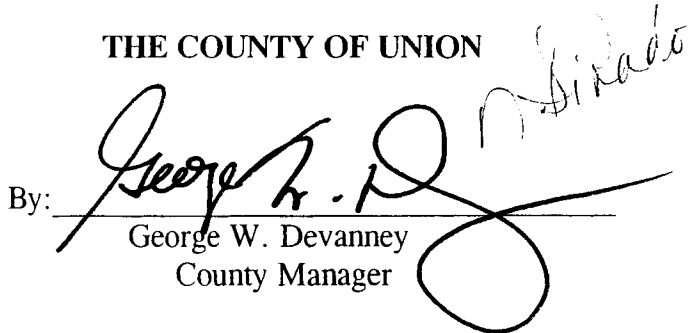
This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect through December 31, 2012. If either party wishes to reopen negotiations for a successor agreement, written notice to that effect must be given to the other party no sooner than 150 days nor later than 120 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its
respective officers or agents on this 17 day of August, 2010

WITNESSETH:

By: 
Joseph L. Salemine
Labor Relations Consultant

THE COUNTY OF UNION

By:  *M. Sirodo*
George W. Devanney
County Manager

WITNESSES FOR
TEAMSTERS UNION LOCAL NO. 102/
PUBLIC SAFETY PROFESSIONAL STAFF,
UNION COUNTY JAIL

By: 
Tom Duffy, President

By: 
William Karafel, Chief Steward

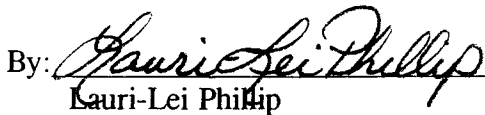
By: 
Lauri-Lei Phillip

EXHIBIT A

COUNTY OF UNION UNUSED SICK LEAVE PAYMENT REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

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

employee surviving 30 days after the effective date of retirement.

5. **DISABILITY RETIREMENT:**

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

6. **RETURN TO SERVICE AFTER RETIREMENT:**

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

7. **LEAVE WITHOUT PAY:**

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

8. **COMPUTATION:**

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

before separation and after return to employment.

b. The amount shall be computed 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.

c. Effective , January 1, 2002, employees who are eligible for this benefit and who have 25 or more years of service solely with the County of Union shall be compensated according to the following schedule:

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

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

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

Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.

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.
 - 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of

the appointing authority with proper security and verification for use and accrual.

- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

EXHIBIT B

SALARY GUIDE

EXHIBIT B**Teachers, Sr Penal Counselor and MSW***

Step	2008	3%	0%	0%	3%
		2009	2010	2011	2012
Min	47,851	49,287	49,287	49,287	50,765
1	49,611	51,099	51,099	51,099	52,632
2	51,371	52,912	52,912	52,912	54,499
3	53,132	54,726	54,726	54,726	56,368
4	54,892	56,539	56,539	56,539	58,235
5	56,652	58,352	58,352	58,352	60,102
6	58,412	60,164	60,164	60,164	61,969
7	60,172	61,977	61,977	61,977	63,836
8	61,932	63,790	63,790	63,790	65,704
9	63,692	65,603	65,603	65,603	67,571
10	65,452	67,416	67,416	67,416	69,438
11	67,212	69,228	69,228	69,228	71,305
12	68,972	71,041	71,041	71,041	73,172

*Or other related Masters Degree as approved by the Director

**Social Worker, Counselor Penal Institutions and
Recreation Program Coordinator**

Step	2008	3%	0%	0%	3%
		2009	2010	2011	2012
Min	40,256	41,464	41,464	41,464	42,708
1	41,789	43,043	43,043	43,043	44,334
2	43,321	44,621	44,621	44,621	45,959
3	44,855	46,201	46,201	46,201	47,587
4	46,387	47,779	47,779	47,779	49,212
5	47,920	49,358	49,358	49,358	50,838
6	49,453	50,937	50,937	50,937	52,465
7	50,986	52,516	52,516	52,516	54,091
8	52,519	54,095	54,095	54,095	55,717
9	54,051	55,673	55,673	55,673	57,343
10	55,584	57,252	57,252	57,252	58,969
11	57,117	58,831	58,831	58,831	60,595
12	58,650	60,410	60,410	60,410	62,221

Teachers with Masters

Step	2008	3%	0%	0%	3%
		2009	2010	2011	2012
Min	46,689	48,090	48,090	48,090	49,532
1	48,450	49,904	49,904	49,904	51,401
2	50,210	51,716	51,716	51,716	53,268
3	51,970	53,529	53,529	53,529	55,135
4	53,730	55,342	55,342	55,342	57,002
5	55,490	57,155	57,155	57,155	58,869
6	57,250	58,968	58,968	58,968	60,737
7	59,010	60,780	60,780	60,780	62,604
8	60,770	62,593	62,593	62,593	64,471
9	62,531	64,407	64,407	64,407	66,339
10	64,291	66,220	66,220	66,220	68,206
11	66,051	68,033	68,033	68,033	70,074
12	70,128	72,232	72,232	72,232	74,399

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2009, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of **Teamsters Local 102 – Jail Professionals** (hereinafter the “**Union**”)

WHEREAS, the County and the Union are parties to a collective bargaining agreement (“CBA”) covering the period January 1, 2009 through December 31, 2012; and

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

WHEREAS, in order to obtain the agreement to enter into the CBA, the Teamsters Jail Professionals agreed to a zero percent increase to base pay for calendar years 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated October 15, 2009 attached hereto as Appendix A (herein the “Memorandum”); and

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

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

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

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

WITNESSETH:

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

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

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

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent of all such parties that this Agreement be fully enforceable according to its plain language which

all parties agree is to be construed in favor of the Employee and against the County and the Union.

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS ____ DAY OF _____, 2010.

COUNTY OF UNION

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

ATTEST

Teamsters Jail Professionals

By: _____
William Karafel
President

ATTEST

Employee Signature
_____, Employee
Print Name

ATTEST